

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

<b>In re:</b>	§	<b>Chapter 11</b>
	§	
<b>FIELDWOOD ENERGY LLC, et al.,</b>	§	<b>Case No. 20-33948 (MI)</b>
	§	
<b>Debtors.<sup>1</sup></b>	§	<b>(Jointly Administered)</b>

**DISCLOSURE STATEMENT FOR THIRD AMENDED JOINT CHAPTER 11  
PLAN OF FIELDWOOD ENERGY LLC AND ITS AFFILIATED DEBTORS**

**WEIL, GOTSHAL & MANGES LLP**

Alfredo R. Pérez  
Clifford Carlson  
700 Louisiana Street, Suite 1700  
Houston, Texas 77002  
Telephone: (713) 546-5000  
Facsimile: (713) 224-9511

**WEIL, GOTSHAL & MANGES LLP**

Matthew S. Barr (admitted *pro hac vice*)  
Jessica Liou (admitted *pro hac vice*)  
767 Fifth Avenue  
New York, New York 10153  
Telephone: (212) 310-8000  
Facsimile: (212) 310-8007

*Attorneys for the Debtors and  
Debtors in Possession*

Dated: March 24, 2021  
Houston, Texas

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: Dynamic Offshore Resources NS, LLC (0158); Fieldwood Energy LLC (6778); Fieldwood Energy Inc. (4991); Fieldwood Energy Offshore LLC (4494); Fieldwood Onshore LLC (3489); Fieldwood SD Offshore LLC (8786); Fieldwood Offshore LLC (2930); FW GOM Pipeline, Inc. (8440); GOM Shelf LLC (8107); Bandon Oil and Gas GP, LLC (9172); Bandon Oil and Gas, LP (9266); Fieldwood Energy SP LLC (1971); Galveston Bay Pipeline LLC (5703); and Galveston Bay Processing LLC (0422). The Debtors' primary mailing address is 2000 W. Sam Houston Parkway S., Suite 1200, Houston, TX 77042.

**DISCLOSURE STATEMENT, DATED MARCH 24, 2021**

**Solicitation of Votes on the  
Plan of Reorganization of**

**FIELDWOOD ENERGY LLC, *ET AL.***

**THIS SOLICITATION OF VOTES (THE “SOLICITATION”) IS BEING CONDUCTED TO OBTAIN SUFFICIENT VOTES TO ACCEPT THE THIRD AMENDED JOINT CHAPTER 11 PLAN OF FIELDWOOD ENERGY LLC AND ITS AFFILIATED DEBTORS IN THE ABOVE-CAPTIONED CHAPTER 11 CASES (COLLECTIVELY, THE “DEBTORS”) ATTACHED HERETO AS EXHIBIT A (AS MAY BE FURTHER MODIFIED, AMENDED OR SUPPLEMENTED FROM TIME TO TIME, AND TOGETHER WITH ALL EXHIBITS AND SCHEDULES THERETO, THE “PLAN”).**

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS 4:00 P.M. (PREVAILING CENTRAL TIME) ON APRIL 26, 2021 UNLESS EXTENDED BY THE DEBTORS.**

**THE RECORD DATE FOR DETERMINING WHICH HOLDERS OF CLAIMS MAY VOTE ON THE PLAN IS MARCH 24, 2021 (THE “RECORD DATE”).**



## RECOMMENDATION BY THE DEBTORS

The board of directors of Fieldwood Energy Inc. (“**FWE Parent**”) and each of the governing bodies for each of its affiliated debtors have approved the transactions contemplated by the Plan. The Debtors believe the Plan is in the best interests of all stakeholders and recommend that all creditors whose votes are being solicited submit ballots to accept the Plan.

Subject to the terms and provisions of that certain *Restructuring Support Agreement* dated as of August 4, 2020 (as may be modified, amended, or supplemented from time to time, and together with all exhibits and schedules thereto, the “**RSA**”), the following parties have agreed to vote in favor of or otherwise support the Plan:

- holders of approximately 87% in aggregate principal amount of Claims under the Debtors’ Prepetition FLTL Credit Agreement (as defined herein);
- holders of approximately 88.71% in aggregate principal amount of Claims under the Debtors’ Prepetition SLTL Credit Agreement (as defined herein); and
- Apache Corporation.

In addition, the Debtors’ Plan is supported by the Prepetition FLFO Lenders holding 100% of the FLFO Claims and the Official Committee of Unsecured Creditors appointed in these Chapter 11 Cases (the “**Creditors’ Committee**”).

The Creditors’ Committee strongly recommends that all holders of General Unsecured Claims vote to accept the Plan, and that all holders of Unsecured Trade Claims elect for their claims to be treated as Unsecured Trade Claims, execute Trade Agreements, and vote to accept the Plan.

**HOLDERS OF CLAIMS OR INTERESTS SHOULD NOT CONSTRUE THE CONTENTS OF THE DISCLOSURE STATEMENT AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL, OR TAX ADVICE AND SHOULD CONSULT WITH THEIR OWN ADVISORS BEFORE CASTING A VOTE WITH RESPECT TO THE PLAN.**

**NEITHER THIS DISCLOSURE STATEMENT NOR THE MOTION SEEKING APPROVAL THEREOF CONSTITUTES AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY SECURITIES IN ANY STATE OR JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS UNLAWFUL.**

**THE OFFER OF, ISSUANCE OF, AND DISTRIBUTION OF THE NEW EQUITY INTERESTS (OTHER THAN THE BACKSTOP COMMITMENT PREMIUM EQUITY INTERESTS, THE NEW MONEY WARRANTS, AND ANY NEW EQUITY INTERESTS ISSUED UPON EXERCISE OF THE NEW MONEY WARRANTS OR UNDER THE MANAGEMENT INCENTIVE PLAN), THE SUBSCRIPTION RIGHTS, THE SLTL WARRANTS, AND THE GUC WARRANTS UNDER ARTICLE IV OF THE PLAN, AND ANY NEW EQUITY INTERESTS ISSUED UPON EXERCISE OF THE SUBSCRIPTION RIGHTS, THE SLTL WARRANTS, OR THE GUC WARRANTS, SHALL BE EXEMPT, PURSUANT TO SECTION 1145 OF THE BANKRUPTCY CODE, WITHOUT FURTHER**

ACT OR ACTIONS BY ANY PERSON, FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND ALL RULES AND REGULATIONS PROMULGATED THEREUNDER, AND ANY OTHER APPLICABLE SECURITIES LAWS, TO THE FULLEST EXTENT PERMITTED BY SECTION 1145 OF THE BANKRUPTCY CODE.

THE ISSUANCE AND SALE, AS APPLICABLE, OF THE SECOND LIEN BACKSTOP COMMITMENT PREMIUM EQUITY INTERESTS TO BE ISSUED PURSUANT TO THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE ERO BACKSTOP PREMIUM, AND THE NEW MONEY WARRANTS TO BE ISSUED PURSUANT TO THE NEW MONEY WARRANT AGREEMENT (INCLUDING ANY NEW EQUITY INTERESTS ISSUED UPON EXERCISE OF THE NEW MONEY WARRANTS) ARE BEING MADE IN RELIANCE ON THE EXEMPTION FROM REGISTRATION SET FORTH IN SECTION 4(A)(2) OF THE SECURITIES ACT AND/OR REGULATION D THEREUNDER.

WITH RESPECT TO THE FOREGOING SECURITIES ISSUED IN RELIANCE ON THE EXEMPTION FROM REGISTRATION SET FORTH IN SECTION 4(A)(2) OF THE SECURITIES ACT AND/OR REGULATION D THEREUNDER, SUCH SECURITIES WILL BE CONSIDERED “RESTRICTED SECURITIES” AND MAY NOT BE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR UNDER AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUCH AS UNDER CERTAIN CONDITIONS, THE RESALE PROVISIONS OF RULE 144 OF THE SECURITIES ACT. WITH RESPECT TO THE FOREGOING SECURITIES ISSUED PURSUANT TO SECTION 1145(A) OF THE BANKRUPTCY CODE, SUCH SECURITIES MAY BE RESOLD WITHOUT REGISTRATION UNDER THE SECURITIES ACT OR OTHER FEDERAL SECURITIES LAWS PURSUANT TO THE EXEMPTION PROVIDED BY SECTION 4(A)(1) OF THE SECURITIES ACT, UNLESS THE HOLDER IS AN “UNDERWRITER” WITH RESPECT TO SUCH SECURITIES, AS THAT TERM IS DEFINED IN SECTION 1145(B) OF THE BANKRUPTCY CODE. IN ADDITION, SUCH SECTION 1145 EXEMPT SECURITIES GENERALLY MAY BE RESOLD WITHOUT REGISTRATION UNDER STATE SECURITIES LAWS PURSUANT TO VARIOUS EXEMPTIONS PROVIDED BY THE RESPECTIVE LAWS OF THE SEVERAL STATES.

THE AVAILABILITY OF THE EXEMPTION UNDER SECTION 1145 OF THE BANKRUPTCY CODE, SECTION 4(A)(2) OF THE SECURITIES ACT AND/OR REGULATION D THEREUNDER, OR ANY OTHER APPLICABLE SECURITIES LAWS WILL NOT BE A CONDITION TO THE OCCURRENCE OF THE EFFECTIVE DATE.

THE SECURITIES ISSUED PURSUANT TO THE PLAN HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION (THE “SEC”) OR BY ANY STATE SECURITIES COMMISSION OR SIMILAR PUBLIC, GOVERNMENTAL, OR REGULATORY AUTHORITY, AND NEITHER THE SEC NOR ANY SUCH AUTHORITY HAS PASSED UPON THE ACCURACY OR ADEQUACY OF

**THE INFORMATION CONTAINED IN THE DISCLOSURE STATEMENT OR UPON THE MERITS OF THE PLAN. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.**

**CERTAIN STATEMENTS CONTAINED IN THE DISCLOSURE STATEMENT, INCLUDING STATEMENTS INCORPORATED BY REFERENCE, PROJECTED FINANCIAL INFORMATION (SUCH AS THAT REFERRED TO IN THE PRECEDING PARAGRAPH AND UNDER THE CAPTION “FINANCIAL PROJECTIONS” ELSEWHERE IN THE DISCLOSURE STATEMENT) AND OTHER FORWARD-LOOKING STATEMENTS, ARE BASED ON ESTIMATES AND ASSUMPTIONS. THERE CAN BE NO ASSURANCE THAT SUCH STATEMENTS WILL BE REFLECTIVE OF ACTUAL OUTCOMES. FORWARD-LOOKING STATEMENTS SHOULD BE EVALUATED IN THE CONTEXT OF THE ESTIMATES, ASSUMPTIONS, UNCERTAINTIES, AND RISKS DESCRIBED HEREIN.**

**FURTHERMORE, READERS ARE CAUTIONED THAT ANY FORWARD-LOOKING STATEMENTS HEREIN, INCLUDING ANY PROJECTIONS, ARE SUBJECT TO A NUMBER OF ASSUMPTIONS, RISKS, AND UNCERTAINTIES, MANY OF WHICH ARE BEYOND THE CONTROL OF THE DEBTORS. IMPORTANT ASSUMPTIONS AND OTHER IMPORTANT FACTORS THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY INCLUDE, BUT ARE NOT LIMITED TO, THOSE FACTORS, RISKS AND UNCERTAINTIES DESCRIBED IN MORE DETAIL UNDER THE HEADING “CERTAIN RISK FACTORS TO BE CONSIDERED” BELOW, AS WELL AS THE VOLATILITY OF AND POTENTIAL FOR SUSTAINED LOW OIL AND NATURAL GAS PRICES, THE SUPPLY AND DEMAND FOR OIL AND NATURAL GAS, CHANGES IN COMMODITY PRICES FOR OIL AND NATURAL GAS, THE DEBTORS’ ABILITY TO MEET PRODUCTION VOLUME TARGETS, THE UNCERTAINTY OF ESTIMATING PROVED RESERVES AND UNPROVED RESOURCES, THE DEBTORS’ ABILITY TO DEVELOP PROVED UNDEVELOPED RESOURCES AND OTHER RISKS INHERENT IN THE DEBTORS’ BUSINESS. PARTIES ARE CAUTIONED THAT THE FORWARD-LOOKING STATEMENTS SPEAK AS OF THE DATE MADE, ARE BASED ON THE DEBTORS’ CURRENT BELIEFS, INTENTIONS AND EXPECTATIONS, AND ARE NOT GUARANTEES OF FUTURE PERFORMANCE. ACTUAL RESULTS OR DEVELOPMENTS MAY DIFFER MATERIALLY FROM THE EXPECTATIONS EXPRESSED OR IMPLIED IN THE FORWARD-LOOKING STATEMENTS, AND THE DEBTORS UNDERTAKE NO OBLIGATION TO UPDATE ANY SUCH STATEMENTS. THE DEBTORS AND POST-EFFECTIVE DATE DEBTORS, AS APPLICABLE, DO NOT INTEND AND UNDERTAKE NO OBLIGATION TO UPDATE OR OTHERWISE REVISE ANY FORWARD-LOOKING STATEMENTS, INCLUDING ANY PROJECTIONS CONTAINED HEREIN, TO REFLECT EVENTS OR CIRCUMSTANCES EXISTING OR ARISING AFTER THE DATE HEREOF OR TO REFLECT THE OCCURRENCE OF UNANTICIPATED EVENTS OR OTHERWISE, UNLESS INSTRUCTED TO DO SO BY THE BANKRUPTCY COURT.**

**NO INDEPENDENT AUDITOR OR ACCOUNTANT HAS REVIEWED OR APPROVED THE FINANCIAL PROJECTIONS OR THE LIQUIDATION ANALYSIS HEREIN.**

**THE DEBTORS HAVE NOT AUTHORIZED ANY PERSON TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, IN CONNECTION WITH THE PLAN OR THE DISCLOSURE STATEMENT.**

**THE STATEMENTS CONTAINED IN THE DISCLOSURE STATEMENT ARE MADE AS OF THE DATE HEREOF UNLESS OTHERWISE SPECIFIED. THE TERMS OF THE PLAN GOVERN IN THE EVENT OF ANY INCONSISTENCY WITH THE SUMMARIES IN THE DISCLOSURE STATEMENT.**

**THE INFORMATION IN THE DISCLOSURE STATEMENT IS BEING PROVIDED SOLELY FOR PURPOSES OF VOTING TO ACCEPT OR REJECT THE PLAN OR OBJECTING TO CONFIRMATION. NOTHING IN THE DISCLOSURE STATEMENT MAY BE USED BY ANY PARTY FOR ANY OTHER PURPOSE.**

**ALL EXHIBITS TO THE DISCLOSURE STATEMENT ARE INCORPORATED INTO AND ARE A PART OF THE DISCLOSURE STATEMENT AS IF SET FORTH IN FULL HEREIN.**

**THE PLAN PROVIDES THAT THE FOLLOWING PARTIES ARE DEEMED TO GRANT THE RELEASES PROVIDED FOR THEREIN: (I) THE HOLDERS OF ALL CLAIMS THAT VOTE TO ACCEPT THE PLAN, (II) THE HOLDERS OF ALL CLAIMS WHOSE VOTE TO ACCEPT OR REJECT THE PLAN IS SOLICITED BUT THAT DO NOT VOTE EITHER TO ACCEPT OR TO REJECT THE PLAN, (III) THE HOLDERS OF ALL CLAIMS OR INTERESTS THAT VOTE, OR ARE DEEMED, TO REJECT THE PLAN BUT DO NOT OPT OUT OF GRANTING THE RELEASES SET FORTH THEREIN, (IV) THE HOLDERS OF ALL CLAIMS AND INTERESTS THAT WERE GIVEN NOTICE OF THE OPPORTUNITY TO OPT OUT OF GRANTING THE RELEASES SET FORTH THEREIN BUT DID NOT OPT OUT, AND (V) THE RELEASED PARTIES (EVEN IF SUCH RELEASED PARTY PURPORTS TO OPT OUT OF THE RELEASES SET FORTH THEREIN).**

**HOLDERS OF CLAIMS IN VOTING CLASSES (1, 3, 4, 5, 6A, AND 6B) HAVE RECEIVED A BALLOT THAT INCLUDES THE OPTION TO OPT OUT OF THE RELEASES CONTAINED IN SECTION 10.7(B) OF THE PLAN. HOLDERS OF CLAIMS AND INTERESTS IN NON-VOTING CLASSES (2, 8 AND 10) HAVE RECEIVED A RELEASE OPT-OUT FORM ATTACHED TO THEIR NOTICE OF NON-VOTING STATUS AND NOTICE OF RIGHT TO OPT OUT OF CERTAIN RELEASES. SEE EXHIBIT F FOR A DESCRIPTION OF THE RELEASES AND RELATED PROVISIONS.**

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## I. INTRODUCTION

Fieldwood Energy LLC (“**FWE**”) and its debtor affiliates<sup>2</sup> (each, a “**Debtor**,” and collectively, the “**Debtors**” or the “**Company**”) submit this disclosure statement (including any exhibits and schedules hereto and as may be further amended, supplemented, or modified, the “**Disclosure Statement**”) in connection with the Solicitation of votes on the *Third Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and Its Affiliated Debtors* dated March 24, 2021 attached hereto as **Exhibit A** (including any exhibits and schedules thereto and as may be further amended, supplemented, or modified, the “**Plan**”). The Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) on August 3, 2020 and August 4, 2020 (as applicable, the “**Petition Date**”). The Debtors’ chapter 11 cases are being jointly administered for procedural purposes only (together, the “**Chapter 11 Cases**”).

The purpose of the Disclosure Statement is to provide information of a kind, and in sufficient detail, to enable creditors of the Debtors that are entitled to vote on the Plan to make an informed decision on whether to vote to accept or reject the Plan. The Disclosure Statement contains, among other things, summaries of the Plan, certain statutory provisions, events contemplated in the Chapter 11 Cases, and certain documents related to the Plan.<sup>3</sup>

As described more fully below, the Plan provides for a comprehensive set of restructuring transactions, including consummation of the Credit Bid Transaction and the Apache Transactions (each as defined below), which are collectively designed to (i) recapitalize and preserve the going concern value of specified Debtors’ Deepwater Assets and Shelf Assets (each as defined below) and the jobs of over 1,000 employees and contractors, (ii) maximize recoveries to the Debtors’ stakeholders, and (iii) ensure that all plugging and abandonment and decommissioning obligations (the “**P&A Obligations**”) are addressed in a methodical and safe manner by responsible parties, as determined by Bureau of Safety and Environmental Enforcement (“**BSEE**”).

The restructuring contemplated by the Plan is a significant achievement for the Debtors, developed in the midst of an unprecedented and challenging operating environment. The Debtors strongly believe that the Plan is in the best interests of their creditors, equity holders and estates, and represents the best available alternative at this time. Indeed, the Plan is supported by several of the Debtors’ key stakeholders, including the DIP Lenders, the Prepetition FLTL Lenders holding approximately 87% of the FLTL Claims, the Prepetition SLTL Lenders holding approximately 88.71% of the SLTL Claims, the Prepetition FLFO Lenders holding 100% of the FLFO Claims, the Creditors’ Committee, and Apache Corporation (“**Apache**”), the predecessor in interest for the vast majority of the Debtors’ Shelf Assets. Moreover, the Plan is the culmination

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<sup>2</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Dynamic Offshore Resources NS, LLC (0158); Fieldwood Energy LLC (6778); Fieldwood Energy Inc. (4991); Fieldwood Energy Offshore LLC (4494); Fieldwood Onshore LLC (3489); Fieldwood SD Offshore LLC (8786); Fieldwood Offshore LLC (2930); FW GOM Pipeline, Inc. (8440); GOM Shelf LLC (8107); Bandon Oil and Gas GP, LLC (9172); Bandon Oil and Gas, LP (9266); Fieldwood Energy SP LLC (1971); Galveston Bay Pipeline LLC (5703); and Galveston Bay Processing LLC (0422). The Debtors’ primary mailing address is 2000 W. Sam Houston Parkway S., Suite 1200, Houston, TX 77042.

<sup>3</sup> Capitalized terms used in the Disclosure Statement, but not defined herein, have the meanings ascribed to them in the Plan. To the extent any inconsistencies exist between the Disclosure Statement and the Plan, the Plan will govern.

of extensive arm's length negotiations that have occurred over the past several months with, among others, the Debtors' Consenting Creditors (as defined below), Apache, and the Creditors' Committee and reflects ongoing discussions the Debtors have had with the Debtors' regulators, including representatives from the Bureau of Ocean Energy Management ("BOEM"), BSEE, the Department of Interior ("DOI") and the Department of Justice ("DOJ"), the FLFO Lender, and other key constituencies.

#### **A. Overview of Restructuring Transactions**

Pursuant to the RSA by and among the Debtors, lenders holding approximately 87% of the Company's debt under the FLTL Credit Agreement (the "**Consenting FLTL Lenders**"), lenders holding approximately 88.71% of the Company's debt under the SLTL Credit Agreement (the "**Consenting SLTL Lenders**," and, together with the Consenting FLTL Lenders, the "**Consenting Creditors**"),<sup>4</sup> and Apache (together with the Debtors, the Consenting Creditors, and any subsequent person or entity that becomes a party to the RSA, the "**RSA Parties**"), the RSA Parties agreed to support the transactions set forth therein and in the term sheet memorializing the agreement between certain of the Debtors and Apache and certain of its affiliates regarding the framework for a restructuring with respect to the Legacy Apache Properties (as defined below) (the "**Apache Term Sheet**").

Consistent with the RSA, and as discussed in greater detail below, the Plan provides for, among other things, the following transactions to occur on the Effective Date for the below categories of assets and related liabilities:

- **Specified Deepwater Assets and Shelf Assets:** The Debtors will consummate the sale of certain of their assets, including specified Deepwater Assets and Shelf Assets (each defined below), (collectively, the "**Purchased Oil & Gas Lease Interests**") to a new entity ("**Credit Bid Purchaser**") formed at the direction of the Consenting FLTL Lenders for aggregate consideration of approximately \$1.03 billion, consisting of (i) a credit bid of the Allowed FLTL Claims up to the FLTL Claims Allowed Amount, (ii) cash in the amount up to approximately \$105 million<sup>5</sup>, (iii) the GUC Warrants, (iv) the SLTL Warrants, and (v) the assumption of certain liabilities set forth in the Credit Bid Purchase Agreement, including the assumption of the Allowed FLFO Claims remaining following distribution of the FLFO Distribution Amount (approximately \$139 million of the FLFO Claims Allowed Amount less the approximately \$119 million of the principal amount of the First Lien Exit Facility) (the "**Credit Bid Transaction**"). A schedule of the oil and gas leases, rights-of-way and rights-of-use and easement included as part of the

<sup>4</sup> Since the RSA was executed on August 4, 2020, additional lenders holding FLTL Claims and/or SLTL Claims have executed joinders to the RSA, including the members of the Ad Hoc Group of SLTL Lenders (as defined below).

<sup>5</sup> The Credit Bid Purchase Agreement caps the total cash consideration to be paid by Credit Bid Purchaser for the Credit Bid Acquired Interests at an amount equal to (i) the proceeds of the up to \$185 million Second Lien Exit Facility, plus (ii) the proceeds of the approximately \$40 million Equity Rights Offerings, minus (iii) \$120 million.

Purchased Oil & Gas Lease Interests is annexed hereto as **Exhibit B**<sup>6</sup> (which may be amended, modified, or supplemented from time to time).

- **Legacy Apache Properties:** After the consummation of the Credit Bid Transaction, FWE will implement a divisive merger pursuant to which FWE will be divided into Fieldwood Energy I LLC (“**FWE I**”) and Fieldwood Energy III LLC (“**FWE III**”). Through the divisive merger, FWE I will be allocated and vested with certain assets FWE acquired from Apache (the “**Legacy Apache Properties**”) and related liabilities and obligations. FWE I will, among other things, own, operate, plug and abandon, and decommission the Legacy Apache Properties. A schedule of the oil and gas leases, rights-of-way, and rights-of-use and easement related to the Legacy Apache Properties is annexed hereto as **Exhibit C**<sup>7</sup> (which may be amended, modified, or supplemented from time to time).<sup>8</sup>
- **FWE III Properties:** Through the divisive merger, FWE III will be allocated and vested with all of FWE’s assets other than the Purchased Oil & Gas Lease Interests, Legacy Apache Properties and Abandoned Properties (defined below) (the “**FWE III Properties**”). FWE III will, among other things, own, operate, plug and abandon, and decommission the FWE III Properties and related assets and liabilities. The oil and gas leases, rights-of-way, and rights-of-use and easement related to the FWE III Properties includes those listed on the schedule annexed hereto as **Exhibit D**<sup>9</sup> (which may be amended, modified, or supplemented from time to time).
- **FWE IV Properties:** In accordance with an executed, non-binding term sheet with Chevron U.S.A. Inc. (“**CUSA**”) which is attached hereto as **Exhibit O** (the “**Chevron Term Sheet**”) and described in further detail below, FWE will create a new entity, Fieldwood Energy IV LLC (“**FWE IV**”), through a divisive merger and FWE IV will be allocated and vested with certain interests in a portion of the leases assigned previously to FWE by CUSA (and its predecessors and affiliates), and with the platforms, wells, pipelines and equipment (including production equipment) located on and attributable to the CUSA interest in such leases, and any

<sup>6</sup> For ease of reference, a copy of the exhibit in excel is available at the following link: <http://media.primeclerk.com/fieldwoodenergy/ExhibitBLeasesRelatedtoPurchasedOilGasLeaseInterests.xlsx> and in pdf at: <http://media.primeclerk.com/fieldwoodenergy/ExhibitBLeasesRelatedtoPurchasedOilGasLeaseInterests.pdf>

<sup>7</sup> For ease of reference, a copy of the exhibit in excel is available at the following link: <http://media.primeclerk.com/fieldwoodenergy/ExhibitCLeasesRelatedtoFWEIOilGasLeaseInterests.xlsx> and in pdf at: <http://media.primeclerk.com/fieldwoodenergy/ExhibitCLeasesRelatedtoFWEIOilGasLeaseInterests.pdf>

<sup>8</sup> For any lease that is listed on **Exhibit C (Leases Related to FWE I Oil & Gas Interests)** and also on any of **Exhibits B, D or E**, (i) FWE I is to obtain solely the right, title and interest of FWE obtained from Apache in such lease and (ii) the interests to be obtained by the Credit Bid Purchaser or FWE III or to be abandoned, as applicable, shall be all right, title and interest of FWE in such lease (less such right, title and interest obtained from Apache).

<sup>9</sup> For ease of reference, a copy of the exhibit in excel is available at the following link: <http://media.primeclerk.com/fieldwoodenergy/ExhibitDLeasesRelatedtoFWEIIIOilGasLeaseInterests.xlsx> and in pdf at: <http://media.primeclerk.com/fieldwoodenergy/ExhibitDLeasesRelatedtoFWEIIIOilGasLeaseInterests.pdf>

hydrocarbons produced from such leases, if applicable (collectively “**FWE IV Properties**”).

- **Abandoned Properties:** Immediately upon the occurrence of the Effective Date, certain of the Debtors’ assets (the “**Abandoned Properties**”) will be abandoned pursuant to sections 105(a) and 554(a) of the Bankruptcy Code. The Debtors anticipate that BSEE will issue orders compelling either all or certain entities who are in the chain of title (collectively, the “**Predecessors**”) and/or current co-working interest owners (collectively, the “**CIOs**”) for each of the Abandoned Properties to perform the P&A Obligations for each respective property. A schedule of the oil and gas leases, rights-of-way, and rights-of-use and easement related to the Abandoned Properties is annexed hereto as **Exhibit E**<sup>10</sup> (which may be amended, modified, or supplemented from time to time).<sup>11</sup> As further detailed below, the Debtors have taken several steps to facilitate the safe and orderly operational transfer of the Abandoned Properties currently operated by the Debtors and are working to reach long-term commercial agreements similar to the FWE I structure with interested Predecessors for assuming operational control for Abandoned Properties operated by the Debtors. The Debtors (i) have dedicated approximately \$6 million, in addition to amounts spent in the ordinary course, on safety related repairs and improvements on the Abandoned Properties and (ii) have provided Predecessors detailed operational information on the Abandoned Properties. Additionally, for any Predecessor with whom a consensual arrangement has not yet been agreed to, Credit Bid Purchaser will offer a 90-day transition period post-Effective Date during which Credit Bid Purchaser will offer to manage at the requesting Predecessor’s cost and on its behalf any of the Abandoned Properties.

### *Satisfaction and Treatment of Claims and Interests*

In addition, the Plan provides for the resolution, satisfaction, settlement and discharge of claims against and interests in the Debtors and their estates. All holders of Allowed Administrative Expense Claims, Allowed DIP Claims, Allowed Postpetition Hedge Claims, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, and Allowed Other Secured Claims will have their claims satisfied in full, either through payment in Cash or other treatment as specified in the Plan.

All holders of Allowed FLFO Claims will receive their Pro Rata Share of the FLFO Distribution Amount and all remaining Allowed FLFO Claims will be assumed by the NewCo Entities, as modified to the extent set forth in the First Lien Exit Facility Documents.

All holders of Allowed FLTL Claims will receive their Pro Rata Share of (i) 100% of the equity in NewCo (subject to dilution as set forth in section 4.4 of the Plan) and (ii) the FLTL Subscription Rights.

<sup>10</sup> For ease of reference, a copy of the exhibit in excel is available at the following link: <http://media.primeclerk.com/fieldwoodenergy/ExhibitELeasesRelatedtoAbandonedProperties.xlsx> and in pdf at: <http://media.primeclerk.com/fieldwoodenergy/ExhibitELeasesRelatedtoAbandonedProperties.pdf>

<sup>11</sup> A Serial Register for the FWE III Properties and Abandoned Properties is available at the following link: <http://media.primeclerk.com/fieldwoodenergy/SerialRegisters.pdf>



All holders of Allowed SLTL Claims will receive their Pro Rata Share of the SLTL Warrants and the SLTL Subscription Rights.

Holders of Unsecured Trade Claims that have executed Trade Agreements will receive in the aggregate Cash in the amount of the lesser of (i) \$8 million and (ii) 14% of the aggregate amount of Allowed Unsecured Trade Claims.

The holders of Allowed General Unsecured Claims will receive their Pro Rata Share of the GUC Warrants (defined below) and any residual distributable value of the Post-Effective Date Debtors and FWE I after satisfaction of (i) Allowed Administrative Expense Claims, Allowed DIP Claims, Allowed Postpetition Hedge Claims, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, Allowed Other Secured Claims, Allowed Unsecured Trade Claims, all Cure Amounts and (ii) all fees, expenses, costs and other amounts pursuant to the Plan and incurred by the Post-Effective Date Debtors in connection with post-Effective Date operations and wind-down.

All holders of other claims against the Debtors or existing equity interests in FWE Parent will not receive a recovery under the Plan.

To facilitate the implementation of the Plan, the Plan provides for (i) the funding of a claims reserve for Allowed Administrative Expense Claims, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, and Allowed Other Secured Claims, Allowed Unsecured Trade Claims, and Cure Amounts; (ii) the Professional Fee Escrow; (iii) the Plan Administrator Expense Reserve; and (iv) the payment of other fees and expenses, such as fees and expenses incurred under the DIP Order, fees and expenses incurred in connection with implementing the Apache Transactions, and the fees and expenses of the Ad Hoc Secured Lenders' advisors.

The Plan also includes injunctions, releases, and exculpations in sections 10.5, 10.6, 10.7, 10.8, and 10.9. The relevant provisions regarding such injunctions, releases, and exculpations provided under the Plan are annexed hereto as **Exhibit F**. Section 10.7(b) of the Plan provides for releases by holders of claims and interests (the "**Third Party Release**"). Entry of the Confirmation Order by the Bankruptcy Court shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes, by reference, each of the related provisions and definitions under the Plan, and, furthermore, shall constitute the Bankruptcy Court's finding that the Third-Party Release is (i) consensual, (ii) essential to the confirmation of the Plan, (iii) given in exchange for the good and valuable consideration provided by the Released Parties, (iv) a good faith settlement and compromise of the claims released by the Third-Party Release, (v) in the best interests of the Debtors and their estates, (vi) fair, equitable and reasonable, (vii) given and made after due notice and opportunity for hearing, and (viii) a bar to any of the Releasing Parties asserting any claim or cause of action released pursuant to the Third-Party Release. You are advised and encouraged to review and consider the Plan carefully, including the release, exculpation and injunction provisions, as your rights might be affected.

### **B. Credit Bid Transaction**

Before and following the Petition Date, the Debtors explored a dual-track restructuring, where they conducted a robust marketing process for the Deepwater Assets while also engaging in negotiations with the Consenting Creditors regarding the terms of a restructuring that would

include a recapitalization through a sale of the specified Deepwater Assets and Shelf Assets to the Prepetition FLTL Lenders through a credit bid transaction.

## 1. M&A Process

Before the Petition Date, the Company commenced a robust sale and marketing process (the “**M&A Process**”) for the Company’s Deepwater Assets through its investment banker, Houlihan Lokey Capital, Inc. (“**Houlihan**”).

Houlihan, which specializes in advising companies in the oil & gas industry with respect to traditional mergers and acquisitions, asset level acquisitions and divestitures, financial restructuring and recapitalization transactions, conducted the M&A Process from June 30, 2020 through September 3, 2020. Houlihan marketed the Deepwater Assets to 47 parties identified as potential third party buyers. Houlihan’s outreach covered a broad spectrum of national and international strategic buyers and financial sponsors who were believed to be potential buyers of the Debtor’s Deepwater Assets and have the financial wherewithal to support the proposed transaction. Following the Petition Date, Houlihan continued the M&A Process, which ultimately resulted in 18 parties executing confidentiality agreements and obtaining access to a virtual data room (“**VDR**”), 15 management presentations, and receipt of approximately 12 written bid letters and other indications of interest. In addition, Houlihan provided the Creditors Committee’s advisors with access to all of the information provided to potential buyers, including access to the VDR. After analyzing the bids and the financial condition of the bidders and consulting with the DIP Lenders and Consenting FLTL Lenders, the Debtors determined that none of the bids received was actionable.

## 2. Negotiations with Consenting Creditors

Concurrently with the M&A Process, the Debtors continued to engage with the Consenting Creditors regarding the terms of a comprehensive restructuring in accordance with the restructuring term sheet attached as **Exhibit A** to the RSA (the “**Restructuring Term Sheet**”), which provides, in relevant part, that subject to all consent rights of the applicable Consenting Creditors under the RSA, the Debtors’ restructuring may include the following transactions:

“**Specified Assets.** As determined and agreed by the Company, the Requisite DIP Commitment Parties and Requisite FLTL Lenders, through conveyance(s) or divisional merger(s), the transfer or other disposition of all or substantially all of the Specified Assets to one or more purchasers or a new entity (“**Lender NewCo**”) to be formed at the direction of the Requisite DIP Commitment Parties and the Requisite FLTL Lenders through (i) a standalone sale or sales pursuant to section 363 of the Bankruptcy Code either via a credit bid or otherwise, (ii) a sale or sales pursuant to a Plan either via a credit bid or otherwise, or (iii) an equitization transaction pursuant to a Plan.”

Following several months of negotiations, the Debtors, the Ad Hoc Group of Secured Lenders, and Apache agreed on the terms of the Plan and negotiated a substantially final version of the purchase and sale agreement, by and between FWE, the other seller parties, and the Credit

Bid Purchaser, together with any and all related agreements, exhibits, and schedules in connection therewith, as amended, supplemented or otherwise modified from time to time (the “**Credit Bid Purchase Agreement**”), a copy of which is attached hereto as **Exhibit G**.

On the Effective Date of the Plan, pursuant to sections 105, 363, 365, 1123, 1129, 1141(b) and 1141(c) of the Bankruptcy Code, in accordance with the Credit Bid Purchase Agreement, subject to the satisfaction or waiver of all applicable closing conditions under the Credit Bid Purchase Agreement, (i) all Credit Bid Acquired Interests will be transferred to, and the Credit Bid Acquired Interests owned by the Debtors will vest free and clear of all Liens<sup>12</sup> (other than Credit Bid Permitted Encumbrances except in the case of Fieldwood U.A. Interests, which will vest free and clear of all Liens), Claims, charges, Interests, or other encumbrances, including the Credit Bid Consent Rights and the Credit Bid Preferential Purchase Rights, and (ii) all Credit Bid Assumed Liabilities will be assumed by the Credit Bid Purchaser. Moreover, the vast majority of the Debtors’ employees and management team will continue to be employed by Credit Bid Purchaser.

### **3. Pro Forma Capital Structure of Credit Bid Purchaser**

Upon the Effective Date, the Debtors estimate that Credit Bid Purchaser will have up to \$304 million in funded debt, comprised of approximately \$119 million from the First Lien Exit Facility and up to \$185 million from the Second Lien Exit Facility. In addition, the Credit Bid Purchaser is anticipated to raise \$40 million through the Equity Rights Offerings on the Effective Date. Of the estimated up to \$225 million of new money that the Credit Bid Purchaser is anticipated to raise, \$120 million will be used to capitalize the Credit Bid Purchaser’s balance sheet, and the remainder will be used to fund the cash portion of the Credit Bid Consideration.

Credit Bid Purchaser’s capital structure will consist of:

- ***First Lien Exit Facility.*** A \$118,599,082.31 first lien term loan facility resulting from the assumption of the Allowed FLFO Claims remaining following distribution of the FLFO Distribution Amount (approximately \$139 million of the FLFO Claims Allowed Amount *less* the approximately \$119 million of the principal amount of the First Lien Exit Facility). A copy of the First Lien Exit Facility Commitment Letter, with the First Lien Exit Facility Term Sheet as an attachment thereto, will be attached hereto as **Exhibit H**.
- ***Second Lien Exit Facility.*** An up to \$185 million second lien term loan facility to be fully backstopped by the Second Lien Backstop Parties in accordance with and subject to the terms and conditions of the Second Lien Backstop Commitment Letter, as further described below in Section V.I. The facility will be comprised of loans in an amount equal to (i) \$100 million plus (ii) an additional amount equal to the lesser of (x) \$85 million and (y) the amount necessary to provide the Credit Bid Purchaser with no less than \$120 million of cash on hand on the Effective Date, after giving effect to all transactions to occur on the Effective Date. 25% of the up to \$85 million of new money raised through a debt offering will be allocated to certain of the Second Lien Backstop Parties and 75% will be offered to all DIP

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<sup>12</sup> Provided that the Retained Properties (as defined in the Apache Implementation Agreement) shall be transferred in accordance with the Decommissioning Agreement.



Lenders, including the Second Lien Backstop Parties and their applicable affiliates, on a *pro rata* basis. In addition, at any time after the Effective Date, the Credit Bid Purchaser will be permitted to borrow up to \$50 million under an incremental facility, which incremental facility will not be committed on the Effective Date. \$100 million of the proceeds of the Second Lien Term Loan Facility will fund the initial capital needs of the Credit Bid Purchaser, and up to \$85 million in proceeds will be used by the Credit Bid Purchaser to purchase the Credit Bid Acquired Assets. A copy of the Second Lien Exit Facility Term Sheet is attached hereto as **Exhibit I**.

Credit Bid Purchaser will raise additional capital through the Equity Rights Offerings:

- **FLTL Equity Rights Offering.** All Prepetition FLTL Lenders will be allowed to participate in a \$20 million (the “**FLTL Equity Rights Offering Amount**”) equity rights offering (the “**FLTL Equity Rights Offering**”) in accordance with the rights offering procedures (the “**FLTL Equity Rights Offering Procedures**”). In addition, the Debtors intend to negotiate the terms of a backstop commitment agreement (the “**FLTL ERO Backstop Agreement**”) with certain DIP Lenders and certain FLTL Lenders that elect to participate in the backstop (the “**FLTL ERO Backstop Parties**”), pursuant to which the FLTL ERO Backstop Parties will agree to fully backstop the FLTL Equity Rights Offering in exchange for, among other things, a backstop commitment premium equal to 8% of the FLTL Equity Rights Offering Amount, to be issued at a 30% discount to the equity value of NewCo on the Effective Date. In the coming days, the Debtors plan to file an emergency motion seeking approval of the FLTL Equity Rights Offering Procedures and entry into the FLTL ERO Backstop Agreement and will request that a hearing on such motion be heard no later than the deadline for filing the Plan Supplement.
- **SLTL Equity Rights Offering.** All Prepetition SLTL Lenders will be allowed to participate in a \$20 million (the “**SLTL Equity Rights Offering Amount**”) equity rights offering (the “**SLTL Equity Rights Offering**”) in accordance with the rights offering procedures (the “**SLTL Equity Rights Offering Procedures**”). In addition, the Debtors intend to negotiate the terms of a backstop commitment agreement (the “**SLTL ERO Backstop Agreement**”) with the Ad Hoc Group of SLTL Lenders who will participate in the backstop (the “**SLTL ERO Backstop Parties**”), pursuant to which the SLTL ERO Backstop Parties will agree to fully backstop the SLTL Equity Rights Offering in exchange for, among other things, a backstop commitment premium equal to 8% of the SLTL Equity Rights Offering Amount, to be issued at a 30% discount to the equity value of NewCo on the Effective Date. In the coming days, the Debtors plan to file an emergency motion seeking approval of the SLTL Equity Rights Offering Procedures and entry into the SLTL ERO Backstop Agreement and will request that a hearing on such motion be heard no later than the deadline for filing the Plan Supplement.

### **C. Further Transaction Proposals**

The Debtors and Consenting Creditors have been willing to consider actionable proposals from third-parties for transactions that would provide consideration to the Debtors' estates in an amount that exceeds the Credit Bid Amount plus the value of any other consideration provided by the Credit Bid Purchaser to the Debtors pursuant to the Credit Bid Purchase Agreement and the Plan (the aggregate consideration under the Credit Bid Purchase Agreement is currently approximately \$1.03 billion, but for the avoidance of doubt, the Credit Bid Amount may be increased up to the FLTL Claims Allowed Amount).

The Debtors continued to consider such proposals pursuant to certain procedures as provided for in the Disclosure Statement Motion (as defined below), up through February 26, 2021, the Bid Deadline. Moreover, the procedures provided, among other things, that in evaluating whether any third-party bids qualify as a Qualified Bid (as defined in the Disclosure Statement Motion), the Debtors may consider several factors including, but not limited to, (i) the amount and form of consideration of the purchase price, (ii) the assets included in or excluded from the bid, (iii) the value to be provided to the Debtors and their estates, (iv) the transaction structure and execution risk, and (v) the impact on all key stakeholders. Moreover, to the extent the Debtors received one or more Qualified Bids on or before the Bid Deadline, the Debtors would have, no later than three (3) Business Days after the Bid Deadline, filed with the Court a notice of receipt of such Qualified Bid(s) and the Debtors' proposed procedures for selecting the highest or otherwise best bid, including, but not limited to, any procedures for submitting revised bids and/or holding an auction to the extent the Debtors determine holding an auction will maximize value to the Debtors' estates. For the avoidance of doubt, the Credit Bid Purchaser (i) shall be deemed a Qualified Bidder that is allowed to participate in any bidding and auction process held by the Debtors and (ii) may increase the Credit Bid Amount of their proposal up to the FLTL Claims Allowed Amount of \$1,142,688,815.28 in principal plus any accrued but unpaid interest or fees under the Prepetition FLTL Credit Agreement as of the Petition Date.

Since the Debtors filed the Disclosure Statement Motion, the Debtors have executed at least one confidentiality agreement with an interested party and provided such party additional information regarding its business and access to the VDR. Any third party that sought to submit a Qualified Bid by the Bid Deadline and had demonstrated that it had the ability to submit a Qualified Bid obtained access to the VDR after executing a confidentiality agreement on customary terms that were reasonable to the Debtors.

### **D. Apache Transactions and FWE I**

In accordance with the RSA, the Debtors, the Consenting Creditors, and Apache have negotiated final forms of the definitive documents providing for the transactions contemplated by, or relating to, the Apache Term Sheet (the "**Apache Definitive Documents**"). The documents comprising the Apache Definitive Documents are identified in that certain *Apache Term Sheet Implementation Agreement*, dated January 1, 2021 by and between FWE and GOM Shelf LLC (collectively, the "**Fieldwood PSA Parties**"), on one hand, and Apache Corporation, Apache Shelf, Inc., Apache Deepwater LLC, and Apache Shelf Exploration LLC (collectively, the "**Apache PSA Parties**"), on the other (the "**Implementation Agreement**"), a copy of which is attached hereto as **Exhibit J**.

The transactions contemplated under the Apache Definitive Documents (collectively, the “**Apache Transactions**”) include, among other things, (i) FWE’s assumption of any executory contracts<sup>13</sup> or unexpired leases required to implement the Apache Transactions pursuant to the Plan, (ii) FWE’s conversion from a Delaware limited liability company to a Texas limited liability company, (iii) FWE’s division into FWE I and FWE III in accordance with that certain *Agreement and Plan of Merger of Fieldwood Energy LLC into Fieldwood Energy I LLC and Fieldwood Energy III LLC* (the “**Plan of Merger**”), and (iv) the Credit Bid Purchaser, FWE I and FWE III’s entry into various other agreements required to implement the Apache Transactions.

Below is a brief description of FWE I.<sup>14</sup>

FWE I will engage in the ownership and operation of the FWE I Assets, including addressing the FWE I Obligations in accordance with applicable laws and regulations and the Decommissioning Agreement. Certain of those FWE I Obligations will include the plugging and abandonment of wells and the ultimate decommissioning of platforms and offshore infrastructure in the Gulf of Mexico. FWE I will be managed by the Sole Manager selected by the Debtors and Apache in accordance with the Apache Term Sheet, the identity of which will be disclosed in the Plan Supplement before the Confirmation Hearing. Operations of the properties will initially be performed by the Credit Bid Purchaser under a transition services agreement (the “**TSA**”) between the parties. Upon any termination of the TSA, FWE I may elect, with the consent of Apache and in accordance with the FWE I LLC Agreement, to have a third-party service provider operate the properties. The Credit Bid Purchaser will employ the vast majority of Debtors’ employees post-Effective Date, which will ensure that operations will continue to be handled during the TSA period by personnel with the most experience with these properties. The TSA does not have a specified term, which means it may continue in effect for an extended period of time; however, FWE I and the Credit Bid Purchaser respectively hold a 90-day and a 180-day termination right. Cash flow generated from operations of the Legacy Apache Properties will be used primarily to pay for costs under the TSA and for plugging, abandonment, and decommissioning activities.

In addition to the liquidity provided through cash flows from the Legacy Apache Properties, (i) the Debtors will provide liquidity by capitalizing FWE I on the Effective Date with \$50 million minus the accrual of post-petition decommissioning spend by the Debtors on the Legacy Apache Properties, which the Debtors project will be approximately \$25 million, and (ii) Apache will provide liquidity in the form of up to \$400 million of proceeds to be used by FWE I to perform plugging, abandonment, and decommissioning in accordance with the terms and conditions of the Standby Credit Facility Documents.

Under the Decommissioning Agreement, separate security has previously been provided to Apache to secure plugging, abandonment, and decommissioning obligations associated with the Apache Legacy Properties, including approximately \$238 million in funds in Trust A (defined below) and approximately \$498 million in letters of credit and surety bonds (payable in accordance with their terms and conditions).

<sup>13</sup> To the extent the Decommissioning Agreement (as discussed further below) is an executory contract, it will be assumed and become the obligation of FWE I under the Plan of Merger.

<sup>14</sup> The descriptions of the assets and obligations in this section is for informational purposes only and are qualified in their entirety by reference to the Apache Definitive Documents.

### ***E. FWE III***

FWE III will be allocated and vested with those rights, assets, and properties relating to the FWE III Oil & Gas Interests (collectively, the “**FWE III Assets**”) and those liabilities and obligations relating to the FWE III Assets (the “**FWE III Obligations**”).

On the Effective Date, FWE III will be capitalized with approximately \$27 million of capital through a combination of approximately (i) \$5-15 million of cash on hand and (ii) \$12-22 million in future cash commitments from the Credit Bid Purchaser, which the Debtors believe will provide the Plan Administrator with adequate funding to operate the FWE III Assets, and satisfy the FWE III Obligations, including the P&A Obligations associated with the FWE III Assets. Moreover, an additional \$12 million in outstanding security provided by surety bonds will be available to backstop any of the FWE III Obligations (in accordance with the terms and conditions of such bonds).

Upon the Effective Date, the Plan Administrator, the identity of which will be disclosed before the Confirmation Hearing, will serve as the sole officer, director, or manager of FWE III and perform all duties in accordance with the terms of the Plan and Plan Administrator Agreement, a copy of which will be filed in the Plan Supplement. The Plan Administrator’s powers and authority include, among other things, engaging in the ownership, operation, plugging and abandonment, and decommissioning of the FWE III Assets, including the FWE III Oil & Gas Lease Interests.

All of the membership interests of FWE I and FWE III will be owned by FWE Parent, as reorganized on the Effective Date (“**Post-Effective Date FWE Parent**”). On the Effective Date, one share of Post-Effective Date FWE Parent common stock (the “**Single Share**”) will be issued to the Plan Administrator to hold in trust as custodian for the benefit of holders of Allowed General Unsecured Claims and the Single Share will be recorded on the books and records maintained by the Plan Administrator.

### ***F. FWE IV***

Over the past several months, the Debtors and CUSA have been in negotiations regarding a consensual arrangement similar to the agreement reached with Apache at the outset of these chapter 11 cases. The Debtors are pleased to report that these efforts have culminated in an agreement-in-principle with CUSA on a framework for treatment of the FWE IV Properties, which is memorialized in Chevron Term Sheet attached hereto as **Exhibit O**.

The Chevron Term Sheet contemplates that the parties will work in good faith to negotiate the definitive documents and any other agreements required to implement the transaction contemplated in the Chevron Term Sheet in each case in accordance with the terms and conditions set forth herein (“**Chevron Definitive Documents**”). The key terms of the Chevron Term Sheet provide, among others:

- **FWE IV Properties.** FWE will create a new entity, FWE IV, via a Texas divisive merger and FWE IV will be allocated and vested with the FWE IV Properties.

- **Turnkey Removal Agreement.** CUSA, FWE IV and Credit Bid Purchaser will enter into the Turnkey Removal Agreement whereby, upon agreement of the price for a decommissioning project, Credit Bid Purchaser will decommission the corresponding FWE IV Properties on a lump sum, turnkey payment basis, and Credit Bid Purchaser will earn a single pre-agreed payment (turnkey amount) in exchange for completing such decommissioning project. The Turnkey Removal Agreement provides, among other things, that FWE will contribute at Closing \$5,000,000 into an escrow account to cover operations to prepare the FWE IV Properties for decommissioning and that FWE IV will pay Credit Bid Purchaser as it performs such work. Credit Bid Purchaser shall not be required to undertake any decommissioning project until funds therefor are in the FWE IV escrow account and funding obligations of co-working interest owners or other predecessors-in-interest have been agreed on by the parties.
- **Contractor Operator Agreement.** FWE IV and Credit Bid Purchaser will enter into a Contract Operator Agreement whereby Credit Bid Purchaser will manage the administrative and corporate expenses of FWE IV along with the FWE IV Properties for a period of 5 years, subject to agreed-upon conditions for assignment.
- **Net Profits.** FWE IV will pay all net profits from production generated by the FWE IV Properties, after deducting royalties and taxes and less amounts required to cover operating expenditures of FWE IV into an escrow account to be used for decommissioning.
- **Neptune Spar Transition Services Agreement.** Credit Bid Purchaser will enter into a transition services agreement for transition services to be provided by Credit Bid Purchaser at CUSA's cost for the period prior to commencement of CUSA's campaign covering decommissioning of the Neptune Spar and related equipment and infrastructure.
- **Deepwater Assets Surety Bond.** Credit Bid Purchaser will deliver to CUSA on the second anniversary of closing of the transaction described in the Chevron Term Sheet a \$25 million irrevocable surety bond issued by a qualifying surety, for which CUSA shall be the sole private beneficiary and which CUSA shall be entitled to call to cover and/or to reimburse certain decommissioning costs of certain assets of Credit Bid Purchaser described in the Chevron Term Sheet. If Credit Bid Purchaser does not provide the surety bond, it will establish an escrow fund and provide a five percent (5%) net profit interest on its production until the escrow fund has received \$25 million.

**G. Abandoned Properties**

Immediately upon the occurrence of the Effective Date of the Plan, all of the Abandoned Properties shall be automatically abandoned by the Debtors pursuant to sections 105(a) and 554(a) of the Bankruptcy Code, without further notice or order of the Court. The Debtors anticipate that BSEE will issue orders compelling either all or certain of the Predecessors and/or CIOs for each of the Abandoned Properties to perform the P&A Obligations for each respective property. Debtors have been coordinating with BSEE, Predecessors and CIOs on the safe and orderly operational transfer of the Abandoned Properties.



## **1. Discussions with the Government, Predecessors, CIOs, and Sureties**

Since before the Petition Date, the Company has been in active discussions with BOEM and BSEE, as well as representatives from DOI and DOJ, to keep the U.S. government apprised of the Company's restructuring efforts and plans with respect to its properties. The Company has continued discussions with the DOI, DOJ, BOEM and BSEE on a regular basis regarding the structure of the Plan and progress on the Apache Definitive Documents and has provided the DOI, DOJ, BOEM and BSEE with diligence and operational updates on the Debtors' various properties and leases. Additionally, the Debtors are actively engaging in discussions with Predecessors that are being facilitated by the DOI and DOJ for the purpose of ensuring that the Predecessors have access to, and are provided with, appropriate and adequate information on the Abandoned Properties that the Debtors operate to inform them of actions required to take over operational control of such Abandoned Properties.

The Debtors have also been in regular discussions with many of the Predecessors and CIOs regarding the terms of their proposed restructuring, including the Debtors' intent to abandon the Abandoned Properties, in an effort to ensure that responsibility for such Abandoned Properties and the related P&A Obligations are transitioned in an orderly manner to the Predecessors or CIOs, as the case may be, while also exploring the potential to negotiate consensual, commercial arrangements similar to the FWE I structure. To help facilitate these discussions, the Debtors have responded to numerous formal and informal information and document requests, providing such Predecessors and CIOs with access to extensive diligence regarding the Abandoned Properties and other aspects of the Debtors' restructuring and Plan in the form of, among other things, presentations tailored to certain predecessors' potential exposure for P&A Obligations and liability and ways to mitigate such potential liability, access to an online tool (the "**Relativity Site**") that allows for easy sorting to review federal offshore leases and provides relevant information pertaining to each lease interest, including the field, block, lease number, type, rights owned, effective date, expiration date, operator, working interest, and status of the lease. In addition, for each of the FWE III Oil & Gas Lease Interests and Abandoned Properties, the Relativity Site provides (i) all identified predecessors in title and working interest owners, (ii) current record title ownership and chain of record title information, (iii) asset/liability ownership detail, (iv) BOEM bonds with ID number, beneficiary, surety and description tied to each lease, (v) 3rd party bonds with ID number, beneficiary, surety and description, and (vi) BSEE and FWE estimates of asset retirement obligation ("**ARO**") information, including gross/net amounts and asset count information. The Debtors have also been in discussions with their surety providers and have responded to numerous formal and informal information and document requests from the sureties by producing thousands of documents, granting sureties with access to the Relativity Site, and providing certain sureties with presentations tailored to their potential exposure for P&A liability and ways to mitigate such potential liability.

## **2. Agreed Activities on Abandoned Properties, Operational Transition Packets, and 90-Day Transition Services Agreements relating to Abandoned Properties**

To facilitate the safe and orderly operational transition of the Abandoned Properties currently operated by the Debtors and the assumption of the P&A Obligations related to same, the Debtors are taking the following actions:

- The Debtors have dedicated approximately \$6 million, in addition to amounts spent in the ordinary course, on safety related repairs and improvements on the Abandoned Properties. Despite the circumstances in which the Debtors find themselves and the intention to abandon properties under the Plan, the Debtors have continued to expend resources on the Abandoned Properties during the pendency of the Chapter 11 Cases.
- The Debtors are in the process of completing comprehensive operational transition packets of information (“OTP”) organized by each abandoned platform and its associated wells and infrastructure, which will provide Predecessors and CIOs with information, or access to information, of a kind and detail that a potential purchaser of such property would require, including extensive information regarding, among other things, the condition of the Abandoned Properties and related equipment (including the status of any applicable Incidents of Non-Compliance, “INCs”), all files, records, databases, data, and other information related to the properties, and all applicable permits and regulatory requirements. The Debtors provided the first OTPs to the affected Predecessors during the week of March 1, 2021, and will provide the remaining OTPs to Predecessors and CIOs on a rolling basis as soon as they are ready over the coming weeks.

Additionally, Credit Bid Purchaser will offer a 90-day transition period post-Effective Date during which Credit Bid Purchaser will manage any of the Abandoned Properties at the requesting Predecessor’s cost. Beginning the week of March 1, 2021, the Debtors, on behalf of Credit Bid Purchaser, provided identified Predecessors with a form of transition services agreement pursuant to which Credit Bid Purchaser will provide operational and other ancillary services in the same or similar manner that the Debtors have handled those services in the past with respect to the Abandoned Properties. The vast majority of employees of the Debtors will be employed by the Credit Bid Purchaser post-Effective Date, ensuring that the most knowledgeable and experienced personnel will continue to maintain the properties in a safe manner. To the extent any of the funds relating to the \$6 million amount described above remained unspent at the end of this period with respect to a specific Abandoned Property, such funds will be provided to the respective Predecessor or spent as agreed.

### **3. Potential Consensual, Commercial Arrangements with Predecessors**

The Debtors continue to work toward reaching long-term commercial agreements similar to the FWE I and FWE IV structures with various Predecessors. Under such long-term consensual, commercial agreements, Credit Bid Purchaser would continue for a specified period the management of certain identified Abandoned Properties and the expedient decommissioning of the asset base under terms to be agreed by the parties. A term sheet outlining terms available to all Predecessors that will require operatorship capabilities related to the Abandoned Properties has been provided to all relevant Predecessors. The Debtors have provided (and will continue to provide) the DOI, DOJ, BOEM and BSEE with regular updates on the status of their negotiations with each of the Predecessors.

Although the Debtors are hopeful that these discussions will result in consensual arrangements, there can be no guarantee that the relevant Predecessors will be willing to enter into consensual arrangements with the Debtors regarding the orderly transition of the Abandoned

Properties and related assets. As such, following entry of the Confirmation Order, the Debtors will continue to work—whether on a consensual or nonconsensual basis—with each such Predecessor and, if applicable, CIO to ensure the smooth and safe transition of the Abandoned Properties.

#### 4. Notice to Predecessors and CIOs

As detailed in the *Motion Of Debtors For Entry of Order (I) Approving Disclosure Statement and Form and Manner of Notice of Disclosure Statement Hearing; (II) Establishing Solicitation and Voting Procedures; (III) Scheduling Confirmation Hearing; (IV) Establishing Notice and Objection Procedures for Confirmation of the Proposed Plan; (V) Approving Notice and Objection Procedures for the Assumption of Executory Contracts and Unexpired Leases; (VI) Approving Procedures for Objections to the Assignment and Transfer of Property of The Estate; (VII) Approving Bid Submission Deadline and Procedures for Submission of Higher or Better Bids; and (VIII) Granting Related Relief* filed contemporaneously herewith (the “**Disclosure Statement Motion**”), the Debtors will serve each Predecessor and CIO with a copy of the order approving the Disclosure Statement and notice of the intent to abandon the Abandoned Properties pursuant to the Plan by first class mail or overnight mail.

#### H. 363 Credit Bid Transaction

Pursuant to section 5.2(c) of the Plan, (x) if the Confirmation Date does not occur before the Confirmation Outside Date or (y) if the estimated amount of Allowed Specified Administrative Expense Claims to be satisfied under the Plan on or after the Effective Date is projected at any time prior to the Confirmation Date to exceed the Toggle Amount (the next Business Day after the occurrence of (x) or (y), the (“**Toggle Date**”), then, with the consent of the Required DIP Lenders and Requisite FLTL Lenders, the Debtors will:

- (i) within 7 days of the Toggle Date, file a motion (the “**Toggle Motion**”), in form and substance acceptable to the Debtors, the Required DIP Lenders and Requisite FLTL Lenders, seeking entry of an order of the Bankruptcy Court approving a credit bid sale transaction to the Credit Bid Purchaser (or another special purpose bidding entity formed by or at the direction of the Prepetition FLTL Lenders) pursuant to section 363 of the Bankruptcy Code on substantially the same terms as provided in the Credit Bid Purchase Agreement (which terms shall be acceptable to the Debtors, the Requisite FLTL Lenders, and Required DIP Lenders), free and clear of all Liens (other than (i) any and all Liens securing the FLFO Claim or the First Lien Exit Facility or (ii) Credit Bid Permitted Encumbrances except in the case of Fieldwood U.A. Interests, which shall vest free and clear of all Liens other than Liens described in clause (i) above to the extent contemplated by the First Lien Exit Facility Documents), Claims, charges, Interests, or other encumbrances, the Credit Bid Consent Rights and the Credit Bid Preferential Purchase Rights that are applicable to the Credit Bid Acquired Interests;
- (ii) within 15 days of the Toggle Date and subject to the reasonable consent of Apache, the Requisite FLTL Lenders, the Required DIP Lenders and the Debtors, amend the Apache Definitive Documents as reasonably required to effectuate the 363 Credit Bid Transaction to the Credit Bid Purchaser (or another special purpose



bidding entity formed by or at the direction of the Prepetition FLTL Lenders); provided that no such actions shall require the Apache PSA Parties to alter the economics of the Apache Definitive Documents without the Apache PSA Parties' express written consent; and

- (iii) within 35 days of the Toggle Date, obtain entry of an order of the Bankruptcy Court approving the 363 Credit Bid Transaction to the Credit Bid Purchaser (or another special purpose bidding entity formed by or at the direction of the Prepetition FLTL Lenders).

### **I. Settlement with the Creditors' Committee**

On March 9, 2021, the Debtors, together with the Consenting Creditors, reached an agreement in principle with the Creditors' Committee. That agreement is reflected in the Plan and provides, among other things, that:

- An unsecured creditor that is a third-party provider of goods or services to the Debtors and holds a claim arising from the provision of such goods and services (a "**Trade Creditor**") may elect to have its claim treated as an Unsecured Trade Claim;<sup>15</sup>
- Holders of Unsecured Trade Claims will agree (i) to enter into a Trade Agreement (as defined in the Plan) on trade terms that are no less favorable than the terms provided to the Debtors prior to the Petition Date, and (ii) to waive any and all liens against the Debtors, their assets and any co-owned assets, or any other affiliated person or entity (including any co-working interest owner of the Debtors), or any such person's or entity's respective assets or property (real or personal), regardless of the statute or other legal authority upon which the lien is asserted, held or asserted by the Trade Creditor relating to the Unsecured Trade Claim;
- Such holders of Allowed Unsecured Trade Claims in Class 6A that have executed Trade Agreements will receive Cash in the aggregate amount of the lesser of (i) \$8 million and (ii) 14% of the Allowed Amount of Allowed Unsecured Trade Claims. Pursuant to the Trade Agreements;
- Holders of Allowed General Unsecured Claims in Class 6B will receive their Pro Rata Share of (i) 8-year warrants for 3.5% of the New Equity Interests (calculated on a fully diluted basis giving effect to the New Equity Interests to be issued pursuant to Section 4.4(a)(i) of the Plan, the New Equity Interests issuable upon the exercise of the Subscription Rights, the Backstop Commitment Premium Equity Interests, and the New Equity Interests issuable upon the exercise of the New Money Warrants and SLTL Tranche 1 Warrants, but excluding the effect of any New Equity Interests issuable in connection with the Management Incentive Plan), with a strike price set at an equity value equal to \$1,321,000,000, the terms of which

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<sup>15</sup> A Trade Creditor that does not elect to have its claim treated as an Unsecured Trade Claim, or that does not agree to enter into a Trade Agreement or waive its liens as provided in the Plan, will have its claim treated as a General Unsecured Claim in Class 6B.

shall be set forth in the GUC Warrant Agreement; *provided*, that if the SLTL Tranche 2 Warrants are exercised, the GUC Warrants shall be subject to adjustment or true-up as necessary to retain such percentage after giving effect to the exercise of the SLTL Tranche 2 Warrants (the “**GUC Warrants**”) and (ii) any distributable value of the Post-Effective Date Debtors and FWE I after satisfaction of (x) Allowed Administrative Expense Claims, Allowed DIP Claims, Allowed Postpetition Hedge Claims, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, Allowed Other Secured Claims, Allowed FLFO Claims, all Cure Amounts and (y) all fees, expenses, costs and other amounts pursuant to the Plan and incurred by the Post-Effective Date Debtors in connection with post-Effective Date operations and wind-down;

- the GUC Warrants will be held by FWE Parent for distribution in accordance with the Plan. In addition, to the extent all of the Cash distributable to holders of Allowed Unsecured Trade Claims is not distributed on or about the Effective Date, any such undistributed Cash will be held by FWE Parent for future distribution in accordance with the Plan;
- a person or entity selected by the Creditors’ Committee, subject to the consent of the Debtors, Required DIP Lenders, and Requisite FLTL Lenders, with such consent not to be unreasonably withheld, will be appointed as Plan Administrator and the Plan Administrator Expense Reserve shall be funded with \$8 million in Cash;
- FLTL Deficiency Claims shall not receive any distribution or recovery under the Plan;
- on the Effective Date, the Post-Effective Date Debtors shall be deemed to have released all preference actions pursuant to section 547 of the Bankruptcy Code against the holders of Unsecured Trade Claims and General Unsecured Claims (in each case, solely in their capacity as holders of Unsecured Trade Claims and General Unsecured Claims, as applicable);
- the Creditors’ Committee’s will waive, as of the Effective Date, its right as provided in the DIP Order (defined below) to assert any Challenge to certain of the Lenders’ asserted liens;
- the Creditors’ Committee will support and not object to the Plan; and
- the Creditors’ Committee will submit a letter to holders in Classes 6A and 6B of General Unsecured Claims recommending that such holders vote to accept the Plan.

**J. Settlement with the Ad Hoc Group of SLTL Lenders**

The Debtors filed their initial plan of reorganization on January, 1, 2021 [Docket No. 722] (the “**Initial Plan**”), with the support of the Ad Hoc Group of Secured Lenders and Apache, and subsequently filed an amended plan on March 15, 2021 [Docket No. 1020] (the “**March 15 Plan**”), with the additional support of the Creditors’ Committee.

In March 2021, certain of the Prepetition SLTL Lenders formed an ad hoc group represented by Kasowitz Benson Torres LLP (the “**Ad Hoc Group of SLTL Lenders**”). The Ad Hoc Group of SLTL Lenders raised issues with respect to the Debtors’ restructuring, the Initial Plan, and the March 15 Plan, including the valuation analysis prepared by Houlihan, attached hereto as **Exhibit M** and the value of the recovery being offered to the Prepetition SLTL Lenders under the March 15 Plan. The Ad Hoc Group of SLTL Lenders believed that they were entitled to additional value on account of their secured claim, given the increases to oil and gas prices between the date of filing the Initial Plan and the March 15 Plan.

The Debtors, the Consenting Creditors, and the Ad Hoc Group of SLTL Lenders, and their respective advisors, engaged in vigorous, arm’s-length negotiations to resolve all of their respective issues on a consensual basis. The negotiations were a success, and on March 16, 2021, the Debtors, together with the Consenting Creditors, reached an agreement in principle with the Ad Hoc Group of SLTL Lenders (the “**SLTL Settlement**”). In particular, the SLTL Settlement improves recoveries for SLTL Claims under the Plan, compared to the Initial Plan. That agreement is reflected in the Plan and provides, among other things, that:

- Holders of Allowed SLTL Claims will be separately classified from General Unsecured Claims and will receive their Pro Rata Share of (i) 8-year warrants for 25% of the New Equity Interests, with a strike price set at a \$1,321 million equity value, with no Black-Scholes protections (the “**SLTL Tranche 1 Warrants**”), (ii) 8-year warrants for 32.5% of the New Equity Interests, with a strike price at \$1,585 million equity value, with no Black-Scholes protections (the “**SLTL Tranche 2 Warrants**” and, together with the SLTL Tranche 1 Warrants, the “**SLTL Warrants**”), and (iii) subscription rights to acquire New Equity Interests with an aggregate value equal to \$20 million, issued at a 30% discount to the equity value of NewCo on the Effective Date;
- The Ad Hoc Group of SLTL Lenders will backstop the incremental \$20 million equity rights offering, with an 8% backstop fee, which is payable in equity at a 30% discount to the equity value of NewCo on the Effective Date; and
- The Debtors will pay the reasonable professional fees of Kasowitz Benson Torres LLP.

As a result of the SLTL Settlement, the Ad Hoc Group of SLTL Lenders now support the Plan. The Plan is also supported by the Consenting Creditors, Apache, the Prepetition FLFO Lenders, and the Creditors’ Committee. The terms of the SLTL Settlement have been embodied in the Plan and will be approved pursuant to Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code via entry of the Confirmation Order, which will include findings that, among other things, the compromises and settlements under the Plan, including, but not limited to, the SLTL Settlement, are in the best interests of the Debtors, their Estates, their creditors, and other parties in interest and are fair equitable, and well within the range of reasonableness.

The Debtors believe that the Plan, as modified to implement the SLTL Settlement, represents the best available path to the Debtors to reorganize and maximize value for their stakeholders benefit.

**K. Recommendation**

The Debtors are confident that they can implement the Restructuring described above to maximize stakeholder recoveries. Confirmation of the Plan will facilitate the reorganization and recapitalization of the Debtors’ deepwater E&P business into a more streamlined efficient enterprise that will help preserve the jobs of in excess of 1,000 employees and contractors and its ability to successfully exploit oil and gas assets in the Gulf of Mexico to generate revenue and pay royalties to the U.S. Government. Moreover, the Debtors believe that the Plan does so in a manner where the P&A Obligations will continue to be performed in a safe and responsible manner by the relevant parties (as determined by BSEE) and will accelerate the decommissioning work performed on multiple wells, pipelines, platforms, and other facilities and substantially reduce the number of platforms in the Gulf of Mexico. For these reasons, among others, the Debtors strongly recommend that holders of Claims entitled to vote on the Plan vote to accept the Plan.

**L. Confirmation Timeline**

The Debtors seek to move forward expeditiously with the Solicitation of votes and a hearing on confirmation of the Plan in an effort to minimize the continuing accrual of administrative expenses. Accordingly, subject to the Bankruptcy Court’s approval, the Debtors are proceeding on the following timeline with respect to the Disclosure Statement and the Plan:

Hearing on Approval of Disclosure Statement	March 24, 2021 1:30 p.m. (prevailing Central Time)
Plan Supplement Filing	April 16, 2021 at 4:00 p.m. (prevailing Central Time)
Voting Deadline	April 26, 2021 at 4:00 p.m. (prevailing Central Time)
Deadline to Object to Confirmation of Plan	April 26, 2021 at 4:00 p.m. (prevailing Central Time)
Deadline to File (i) Reply to Plan Objection(s) and (ii) Brief in Support of Plan Confirmation	May 3, 2021
Confirmation Hearing	May 4, 2021 at [●] (prevailing Central Time), subject to the Bankruptcy Court’s schedule

**M. Inquiries**

If you have any questions about the packet of materials you have received, please contact Prime Clerk LLC, the Debtors’ voting agent (the “**Voting Agent**”), at (855) 631-5346 (toll free from the United States or Canada) or +1 (917) 460-0913 (international). Additional copies of the Disclosure Statement, the Plan, or the Plan Supplement (when filed) are available upon written request made to the Voting Agent at the following address:

Fieldwood Energy LLC Ballot Processing  
c/o Prime Clerk LLC  
One Grand Central Place  
60 East 42nd Street  
New York, NY 10165

Copies of the Disclosure Statement, which includes the Plan and the Plan Supplement (when filed) are also available on the Voting Agent's website, <https://cases.primeclerk.com/FieldwoodEnergy/>. PLEASE DO NOT DIRECT INQUIRIES TO THE BANKRUPTCY COURT.

## II. SUMMARY OF PLAN TREATMENT

The following table summarizes: (i) the treatment of Claims and Interests under the Plan; (ii) which Classes are impaired by the Plan; (iii) which Classes are entitled to vote on the Plan; and (iv) the estimated recoveries for holders of Claims and Interests. The table is qualified in its entirety by reference to the full text of the Plan. The Debtors may not have holders of Claims or Interests in a particular Class or Classes, and such Classes will be treated as set forth in Section 3.6 of the Plan.

Class and Designation	Treatment	Impairment and Entitlement to Vote	Estimated Allowed Amount	Approx. Percentage Recovery
1 (Other Secured Claims)	Except to the extent that a holder of an Allowed Other Secured Claim agrees to a less favorable treatment, in full and final satisfaction of such Allowed Other Secured Claim, at the option of the Debtors or the Post-Effective Date Debtors, such holder shall receive either (i) payment in full in Cash, payable on the later of the Effective Date and the date that is ten (10) Business Days after the date on which such Other Secured Claim becomes an Allowed Other Secured Claim, in each case, or as soon as reasonably practicable thereafter, (ii) such other treatment so as to render such holder's Allowed Other Secured Claim Unimpaired, or (iii) any other treatment consistent with the provisions of section 1129 of the Bankruptcy Code, including by providing such holder with the "indubitable equivalent" of their Allowed Other Secured Claim (which, for the avoidance of doubt, may be in the form of a multi-year promissory note or other financial instrument); <i>provided</i> , that any Allowed Other Secured Claim assumed by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement shall be solely an obligation of the Credit Bid Purchaser and the holder of such assumed Claim shall have no recourse to or Claim against the Debtors or Post-Effective Date Debtors or their assets and properties.	Impaired  (Entitled to vote)	\$4.2 million - \$9.5 million	100%

Class and Designation	Treatment	Impairment and Entitlement to Vote	Estimated Allowed Amount	Approx. Percentage Recovery
2 (Priority Non-Tax Claims)	Except to the extent that a holder of an Allowed Priority Non-Tax Claim agrees to a less favorable treatment, in full and final satisfaction of such Allowed Priority Non-Tax Claim, each holder of an Allowed Priority Non-Tax Claim shall, at the option of the Debtors or the Post-Effective Date Debtors (i) be paid in full in Cash or (ii) otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code, payable on the later of the Effective Date and the date that is ten (10) Business Days after the date on which such Priority Non-Tax Claim becomes an Allowed Priority Non-Tax Claim, in each case, or as soon as reasonably practicable thereafter; <i>provided</i> , that any Allowed Priority Non-Tax Claim assumed by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement shall be solely an obligation of the Credit Bid Purchaser and the holder of such assumed Claim shall have no recourse to or Claim against the Debtors or Post-Effective Date Debtors or their assets and properties.	Unimpaired  (Not entitled to vote because presumed to accept)	\$0 – \$500,000	100%
3 (FLFO Claims)	Except to the extent that a holder of an Allowed FLFO Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction of such Allowed FLFO Claim, (a) each holder of an Allowed FLFO Claim shall receive its Pro Rata Share of the FLFO Distribution Amount and (b) all remaining Allowed FLFO Claims shall be assumed by the NewCo Entities as modified to the extent set forth in the First Lien Exit Facility Documents. The Liens securing the FLFO Claims that attach to the Credit Bid Acquired Interests shall be retained and deemed assigned to the First Lien Exit Facility Agent upon the Effective Date to secure the obligations under the First Lien Exit Facility.	Impaired  (Entitled to vote)	\$138,599,082.31	100%

Class and Designation	Treatment	Impairment and Entitlement to Vote	Estimated Allowed Amount	Approx. Percentage Recovery
4 (FLTL Claims)	<p>Except to the extent that a holder of an Allowed FLTL Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction of and in exchange for such Allowed FLTL Claim and in consideration for the Credit Bid Transaction, each holder of an Allowed FLTL Claim shall receive its Pro Rata Share of:</p> <p>(i) 100% of the New Equity Interests, subject to dilution by (w) the Backstop Commitment Equity Premium Interests, (x) the New Equity Interests issued upon exercise of the Subscription Rights, (y) any New Equity Interests issued upon the exercise of the New Money Warrants, SLTL Warrants, or the GUC Warrants, and (z) any New Equity Interests issued pursuant to the Management Incentive Plan; and</p> <p>(ii) the FLTL Subscription Rights.</p>	<p>Impaired</p> <p>(Entitled to vote)</p>	<p>\$1,142,688,815.28<sup>16</sup></p>	<p>44.7%</p> <p>-45.4%</p>
5 (SLTL Claims)	<p>Except to the extent that a holder of an Allowed SLTL Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction of and in exchange for such Allowed SLTL Claim, each holder of an Allowed SLTL Claim shall receive its Pro Rata Share of:</p> <p>(i) the SLTL Warrants; and</p> <p>(ii) the SLTL Subscription Rights.</p>	<p>Impaired</p> <p>(Entitled to vote)</p>	<p>\$517,500,000.00<sup>17</sup></p>	<p>16.7%</p> <p>-35.4%</p>
6A (Unsecured Trade Claims)	<p>Except to the extent that a holder of an Allowed Unsecured Trade Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction of and in exchange for such Allowed Unsecured Trade Claim, each holder of an Allowed Unsecured Trade Claim that has executed a Trade Agreement shall receive:</p> <p>(i) if 14% of the aggregate amount of all Allowed Unsecured Trade Claims is less than or equal to \$8,000,000, Cash in an amount equal to 14% of the Allowed amount of such holder's Allowed Unsecured Trade Claim; or</p> <p>(ii) if 14% of the aggregate amount of Allowed Unsecured Trade Claims is greater than \$8,000,000, its Pro Rata share of \$8,000,000.</p>	<p>Impaired</p> <p>(Entitled to vote)</p>	<p>\$43.2 million - \$51.9 million</p>	<p>14%</p>

<sup>16</sup> \$1,142,688,815.28 is the principal amount of the Allowed FLTL Claims. In addition, as of the Petition Date, \$39,370,574.84 of accrued but unpaid interest or fees were due and owing under the Prepetition FLTL Credit Agreement.

<sup>17</sup> \$517,500,000.00 is the principal amount of the Allowed SLTL Claims. In addition, as of the Petition Date, \$26,073,707.75 of accrued but unpaid interest or fees were due and owing under the Prepetition SLTL Credit Agreement.



Class and Designation	Treatment	Impairment and Entitlement to Vote	Estimated Allowed Amount	Approx. Percentage Recovery
6B (General Unsecured Claims)	Except to the extent that a holder of an Allowed General Unsecured Claim agrees to less favorable treatment, on or after the Effective Date, in full and final satisfaction of and in exchange for such Allowed General Unsecured Claim, each holder of an Allowed General Unsecured Claim shall receive, up to the full amount of such holder's Allowed General Unsecured Claim, its Pro Rata Share of: (i) the GUC Warrants; and (ii) any Residual Distributable Value.	Impaired  (Entitled to vote)	\$963 million - \$1,138 million	0.8% - 14.3%
7 (Intercompany Claims)	On or after the Effective Date, all Intercompany Claims shall be adjusted, reinstated, or discharged in the Debtors' or Post-Effective Date Debtors' discretion.	Unimpaired  (Not entitled to vote because presumed to accept)	N/A	0% - 100%
8 (Subordinated Securities Claims)	All Subordinated Securities Claims, if any, shall be discharged, cancelled, released, and extinguished as of the Effective Date, and will be of no further force or effect, and holders of Allowed Subordinated Securities Claims will not receive any distribution on account of such Allowed Subordinated Securities Claims.	Impaired  (Not entitled to vote because deemed to reject)	\$0	0%
9 (Intercompany Interests)	On the Effective Date, all Intercompany Interests, in the Debtors' or the Post-Effective Date Debtors' discretion, shall be adjusted, reinstated, cancelled, or discharged in the Debtors' or Post-Effective Date Debtors' discretion.	Unimpaired  (Not entitled to vote because presumed to accept)	N/A	0% - 100%
10 (Existing Equity Interests)	On the Effective Date, all Existing Equity Interests shall be canceled, released, and extinguished, and will be of no further force or effect.	Impaired  (Not entitled to vote because deemed to reject)	N/A	0%

### **III. OVERVIEW OF DEBTORS**

#### **A. General Overview**

The Company is one of the largest oil and gas exploration and production companies in the Gulf of Mexico (the "GOM"). Its portfolio of properties includes both deepwater assets and shallow water assets in the GOM. The majority of the Company's shallow water assets were



acquired in 2013 when the Company purchased the Legacy Apache Properties from Apache. The Company's other shallow water assets were acquired through multiple other subsequent transactions including its 2014 acquisition of certain subsidiaries of SandRidge Energy, Inc. comprising its Gulf Coast division (the shallow water "**Non-Apache Properties**" and, together with the shallow water Legacy Apache Properties, the "**Shelf Assets**"). The Company subsequently acquired a number of deepwater assets in 2018 when it purchased Noble Energy, Inc.'s deepwater business (the "**Noble Properties**") as part of its previous chapter 11 case discussed below. Since 2018, the Company has acquired additional interests in its Noble Properties and additional deepwater assets to further diversify and complement its portfolio of properties (together with the Noble Properties, the "**Deepwater Assets**").

Despite the Company's strategic growth plans and diversified mix of properties, the Company's liquidity profile has become volatile in recent years, primarily as a result of (i) the precipitous decline in crude oil prices starting in 2014 and then again in 2020 and (ii) more recently, the effects of the COVID-19 pandemic. These adverse market conditions first led the Company to restructure its balance sheet pursuant to prepackaged chapter 11 cases commenced in February of 2018 – *In re Fieldwood Energy LLC*, Case No. 18-30649 (DRJ) (the "**2018 Restructuring**"). In April 2018, the Bankruptcy Court entered an order confirming the Company's plan of reorganization, pursuant to which the Company reduced its funded debt obligations by more than \$1.6 billion and acquired the Noble Properties. Since the 2018 Restructuring, however, worsening market conditions coupled with significant decommissioning costs related to its Shelf Assets have resulted in reduced liquidity for the Company.

## **B. Debtors' Corporate History and Structure**

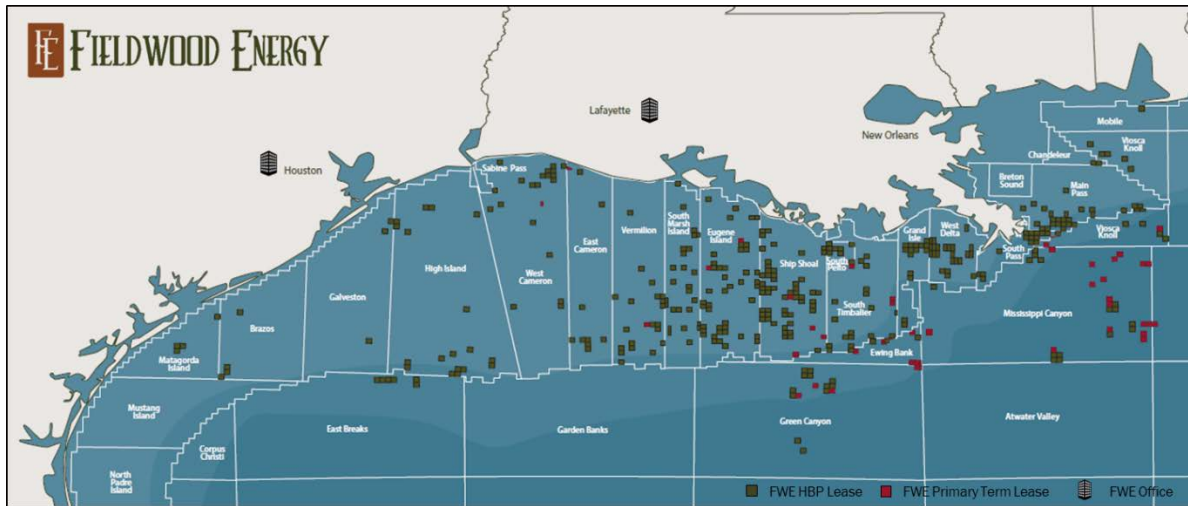
### **1. Corporate History**

FWE was established in December 2012 as a portfolio company of certain energy funds of Riverstone Holdings LLC, a private energy and power-focused investment firm. The Company operates an energy business focused on the acquisition, development, exploration, and production of oil and natural gas properties. The Company's oil and natural gas assets consist primarily of producing oil and natural gas properties located primarily offshore in the GOM. FWE was initially capitalized in September 2013 in connection with the acquisition of shallow water assets from Apache.<sup>18</sup> In early 2014, the Company completed an acquisition of certain GOM assets from SandRidge Energy, Inc.<sup>19</sup> In connection with the 2018 Restructuring, the Company acquired the deepwater Noble Properties. Since 2018, the Company has grown its deepwater asset base through opportunistic acquisitions of additional deepwater assets and through a strategic exploration and development program by drilling and completing five deepwater wells near facilities that FWE either owns, operates, or to which it has a contractual right to flow-back. The combination of FWE's shallow water and deepwater properties makes it one of the largest oil and gas exploration and production companies in the GOM by leasehold and operated production.

<sup>18</sup> Debtor GOM Shelf LLC and FW GOM Pipeline, Inc. were also acquired in this acquisition.

<sup>19</sup> The following Debtors were acquired in this transaction: Dynamic Offshore Resources NS, LLC, Fieldwood Energy Offshore LLC, Fieldwood Onshore LLC, Fieldwood SD Offshore LLC, Bandon Oil and Gas GP, LLC, Bandon Oil and Gas, LP, Fieldwood Energy SP LLC, Galveston Bay Pipeline LLC, and Galveston Bay Processing LLC.

The following map illustrates the locations of the Debtors' oil and natural gas properties as of the Petition Date:



As of the Petition Date, the Debtors had over 300 operated platforms spread across more than 1.5 million gross acres. The Debtors employ over 600 employees across their offices in Houston, Lafayette, and offshore. In addition, the Debtors have approximately 500 additional contractor personnel on their facilities on a daily basis. The Debtors maintain operational control over greater than 95% of their diversified asset base. During the first three months of 2020, the Debtors have produced, on average, 79,410 barrels of oil equivalent per day. In a typical year, the Debtors spend significant sums on helicopters, drilling rigs, and various marine vessels to support operations, including support for producing fields, workovers, recompletions, ongoing maintenance, drilling, and decommissioning activities.

Additionally, as one of the largest facility and well owners in the GOM, the Debtors have an extensive well plugging and abandonment (“P&A”) and decommissioning programs. In recent years, the Company has maintained a robust staff specifically dedicated to managing P&A and decommissioning operations. The Company has performed a significant amount of well-P&A work in-house using Company-owned spreads and specialized employees.

The Company prides itself on being an industry leader in establishing vigorous systems to manage its risk associated with offshore GOM operations effectively and is committed to maintaining safe and efficient operations, with the paramount goal of protecting personnel, the environment, and its facilities. To mitigate risk and support the Company’s daily operations, the Company maintains a multi-tier insurance program. The Company’s current energy package policy includes insurance coverage for pollution as well as third-party pollution liabilities, control of well, and property damage from operational and windstorm risk. In addition, the Company requires each of its contractors working on its facilities to maintain insurance coverage appropriate for the services provided by the contractor and for the contractor to name the Company as an additional insured under its insurance policies. The Company also requires each contractor to provide contractual indemnification to the Company for bodily injury and property damage arising out of the contractor’s operations.

(a) Regulation of Debtors' Business and Decommissioning Obligations

The Debtors are subject to the local, state, and federal laws and regulations in the jurisdictions where they operate. The laws and regulations that impact the Debtors' operations include those relating to the operation of wells and facilities (including platforms, pipelines, and gathering or processing units), environmental protection, health and safety, and oil and natural gas exploration and development.

The Company's operations in the GOM include a substantial number of oil and gas leases situated in federal waters and issued by the U.S. Department of the Interior. Specifically, the Company owns an interest in over 350 oil, gas, and mineral leases ("**Oil and Gas Leases**"), and is party to hundreds of joint operating agreements, unitization agreements, and farm-out agreements governing operations of the Oil and Gas Leases. Of their Oil and Gas Leases, almost all are offshore leases granted by BOEM or its predecessor entity. Operation of the Oil and Gas Leases in the GOM is subject to regulation by BOEM and BSEE (as well as other federal agencies including the Environmental Protection Agency and the United States Coast Guard) and requires compliance with the regulations of these agencies and other federal regulations and orders issued pursuant to various federal laws, including the Outer Continental Shelf Lands Act. For offshore operations, lessees must obtain BOEM approval for exploration, development, and production plans before the commencement of such operations. In addition to permits required from other agencies such as the U.S. Environmental Protection Agency, lessees must obtain a permit from BSEE before commencing drilling and must comply with regulations governing, among other things, engineering and construction specifications for production facilities, safety procedures, well containment, P&A, and removal of infrastructure facilities. The Company has some operations in Texas and Louisiana; those operations are subject to regulation by various state regulators.

(b) Obligations to the United States Government

To cover the various obligations of lessees and operators, such as the cost to plug and abandon wells and decommission and remove platforms and pipelines at the end of production on a lease, BOEM may require that lessees post surety bonds or other acceptable financial assurances that such obligations will be met. As of the Petition Date, the Debtors have obtained approximately \$175 million in surety bonds for the benefit of BOEM to secure various of the Debtors' P&A Obligations.

(c) Obligations to Third Parties

Pursuant to BSEE regulations, the Company is jointly and severally liable for P&A obligations with all current and prior owners in the chain of title for all P&A liability that was accrued during the prior and current owners' ownership period. Therefore, in connection with many of its acquisitions of oil and gas properties, the Company has entered into various arrangements with the sellers that establish how the decommissioning of the subject oil and gas properties will be addressed in compliance with BOEM and BSEE regulations, including (as discussed below) with Apache.

Obligations to Third Parties Excluding Apache. As stated, the Debtors have entered into various arrangements with third parties concerning P&A Obligations assumed or that may arise

during the Debtors' ownership of any acquired assets. In connection with the P&A Obligations owed to third parties (other than Apache), the Debtors have obtained approximately \$494 million in surety bonds and maintain less than \$10 million in escrow deposits, in each case for the benefit of such third parties.

Obligations to Apache. As explained above, the Company, in 2013, purchased the Legacy Apache Properties from Apache and agreed to assume decommissioning liabilities for certain properties that Apache previously owned and operated (the Legacy Apache Properties together with the previously owned and operated properties, the "**Apache Properties**"). The Debtors' decommissioning obligations owed to Apache with respect to the Apache Properties is governed by the provisions of the Decommissioning Agreement.

Under the Decommissioning Agreement, the Debtors must spend a minimum amount (\$80 million through 2022) each year on decommissioning the Apache Properties or fund any shortfall into a decommissioning trust for which Apache holds a beneficial interest (the "**Trust A**"). If the Company fails to perform the decommissioning required by the government, Apache may perform the decommissioning itself and seek reimbursement from the Company. If the Debtors fail to reimburse Apache, then Apache may then seek reimbursement first from proceeds held in Trust A and then from certain letters of credit or surety bonds issued for its benefit and described below. Any amounts collected by Apache under the letters of credit or surety bonds, but not used for reimbursement for Apache decommissioning work, are required to be deposited into Trust A.

Under the Decommissioning Agreement and related documents, as amended in connection with the 2018 Restructuring, the Company has provided Apache with the following security and credit support relating to decommissioning of the Apache Properties:

- Approximately \$498 million in letters of credit, provided that the Company has the right to replace up to \$150 million of letters of credit with an equivalent amount of surety bonds in form and substance acceptable to Apache, which the Debtors have exercised;
- The conveyance of net profits interests into Trust A; and
- A first-priority springing lien on the assets of Trust A upon certain conditions being fulfilled, including the condition that the NPIs are recharacterized by the Bankruptcy Court.

Each month, the Debtors are obligated to deposit certain of the net profits generated by certain of the Apache Properties into Trust A. Certain funds in Trust A may be reimbursed to the Debtors if the Company certifies that the required minimum spend on decommissioning will be performed in the applicable year, and other funds in Trust A continue to accrue until the amounts therein equal approximately \$300 million. As the Company decommissions the Apache Properties, funds in Trust A and the amount of the letters of credit or surety bonds may be reduced if they together exceed 125% of the Debtors' remaining decommissioning liabilities under the Decommissioning Agreement. Under FWE's decommissioning program, the Company has performed approximately \$1.4 billion of decommissioning work, and has plugged and abandoned over 1,100 wells, 400 pipelines, and 380 platforms and other facilities through year-end 2019.

In connection with the 2018 Restructuring, the Debtors and Apache amended the Decommissioning Agreement to its current form. Under the Apache Term Sheet, all of the Debtors' obligations under the Decommissioning Agreement will continue with FWE I.

(d) 2018 Restructuring

On February 15, 2018, the Debtors commenced the 2018 Restructuring in the Bankruptcy Court. Pursuant to a pre-packaged plan of reorganization (the "**2018 Plan**"), the Debtors reduced their total funded debt from approximately \$3.3 billion to \$1.7 billion and reduced the Company's annual debt service obligations by up to \$128 million.

Additionally, pursuant to the 2018 Plan, the Company acquired the deepwater Noble Properties for a purchase price of approximately \$480 million, before customary adjustments. The Noble Properties have increased the Company's base of cash-flow positive assets meaningfully and have provided accretive value to the Debtors through operational efficiencies and synergies with the Debtors' existing assets. The Company's purchase of the Noble Properties was funded by a portion of the proceeds from an equity rights offering to certain of the Company's then-second lien lenders (the "**2018 Rights Offering**").

(e) Other Matters

FWE is the indirect owner of economic interests in approximately 10% of Fieldwood Mexico, with the remaining 90% owned primarily by Riverstone V FW Holdings, LLC and its affiliates. Fieldwood Mexico is not a debtor in these Chapter 11 Cases. Fieldwood Mexico is the designated operator of the undeveloped Ichalkil and Pokoch fields in Mexico and splits all costs and profits equally with its Mexican partner, PetroBal, S.A.P.I. de C.V. FWE manages Fieldwood Mexico and provides technical and administrative services to Fieldwood Mexico pursuant to various service agreements on arm's-length terms.

## 2. Debtors' Corporate and Governance Structure

FWE Parent is approximately 49% owned by Riverstone Holdings LLC and certain of its affiliates, approximately 49.5% owned by its previous lenders and participants of the 2018 Rights Offering, and approximately 1.5% owned by employees through settlements of restricted stock units issued under a management incentive plan. Collectively, the Debtors consist of 14 entities registered under the laws of Delaware, Texas, and Louisiana. The Debtors also own two wholly-owned, non-debtor, domestic affiliates formed in Delaware and a wholly-owned, non-debtor, non-domestic affiliate formed in the Netherlands. A chart illustrating the Debtors' organizational structure as of the Petition Date is annexed hereto as Exhibit K.

All of the other Debtors are wholly-owned, direct or indirect subsidiaries of FWE Parent. FWE Parent's Board of Directors (the "**Board**") functions as the Debtors' governing board with respect to the decision-making underlying these Chapter 11 Cases. The Board has seven members. Before July 8, 2020, G.M. McCarroll served as Chairman of the Board. He was also the Debtors' President and Chief Executive Officer. G.M. McCarroll resigned his positions effective as of July 1, 2020 pursuant to a separation agreement with the Company and continues to provide transition services at the Board's direction under a consulting agreement. The Board thereafter resolved to create an Executive Leadership Team (the "**ELT**") in lieu of appointing an individual to replace



G.M. McCarroll as Chief Executive Officer. The Board has appointed Michael T. Dane (Senior Vice President and Chief Financial Officer), Thomas R. Lamme (Senior Vice President and General Counsel), and Gary D. Mitchell (Senior Vice President – Production) to serve on the ELT. In addition, the Board formed the Leadership Transition Committee (the “LTC”) to oversee the ELT. Jim LaChance, an independent director, who joined the Board on July 8, 2020, is the sole member of the LTC.

Each Debtor other than FWE Parent is either a member-managed or manager-managed limited liability company or a corporation with a one-person or two-person board of directors, with the exception of one partnership entity that is managed by its general partner. FWE Parent’s Board consists of the following seven directors:

<u>Name</u>	<u>Position</u>
Mark S. Boyadjian	Independent Director
Jason Dillow	Director
Bartow Jones	Director
Jim LaChance <sup>20</sup>	Independent Director
N. John Lancaster	Director
Jason Mudrick	Director
James H. Painter	Independent Director

The Company has highly experienced managers for its operations. The Company’s core management team consists of the following individuals:

<u>Name</u>	<u>Position</u>
Michael T. Dane	Senior Vice President and Chief Financial Officer
Thomas R. Lamme	Senior Vice President, General Counsel, and Secretary
Gary D. Mitchell	Senior Vice President, Production
Gary Janik	Senior Vice President, Reservoir Engineering, Acquisitions and Mexico
John Seeger	Senior Vice President, Operations
John Smith	Senior Vice President, Business Development

### **C. Equity Ownership**

The following entities own, directly or indirectly, 10% or more of equity interests in FWE Parent:

- a) Certain funds sponsored by, or affiliated with, Riverstone Holdings LLC collectively own approximately 49% of common stock in FWE Parent (the “**Common Stock**”).
- b) Certain funds sponsored by, or affiliated with, Bardin Hill Investment Partners LP collectively own approximately 12% of the Common Stock.

<sup>20</sup> Jim LaChance was appointed a director in July 2020. The terms of his engagement are governed by that certain *Independent Director Agreement*, dated July 12, 2020.



- c) Certain funds sponsored by, or affiliated with, Mudrick Capital Management LP collectively own approximately 11% of the Common Stock.

Each of the Debtors other than FWE Parent is directly or indirectly wholly-owned by FWE Parent.

#### **D. Prepetition Indebtedness**

Immediately before the Petition Date, the Debtors' funded prepetition indebtedness was approximately \$1,800 million, consisting of the following:

Facility	Maturity	Principal
<b>Fieldwood - First Lien Debt Obligations</b>		
First Lien First Out Term Loans	12/31/2021	\$139 million
First Lien Last Out Term Loans	04/11/2022	\$1,143 million
<b>Fieldwood - Second Lien Debt Obligations</b>		
Second Lien Term Loans	04/11/2023	\$518 million
Total Funded Debt		\$1,800 million

The below description of the Debtors' prepetition indebtedness is for informational purposes only and is qualified in its entirety by reference to the specific agreements evidencing such indebtedness.

#### **1. First Lien First Out Credit Agreement**

Certain of the Debtors are parties to that certain *Second Amended and Restated Credit Agreement-First Out*, dated as of June 28, 2019 (as amended, restated, amended and restated, supplemented, or otherwise modified before the date hereof, the "**Prepetition FLFO Credit Agreement**") between FWE, as borrower, FWE Parent, as holdings, Goldman Sachs Bank USA, as administrative agent (the "**Prepetition FLFO Administrative Agent**"), Cantor Fitzgerald Securities ("CFS"), as collateral agent (in its capacity as such, the "**Prepetition FLFO Collateral Agent**"), and the Lenders (as defined therein) from time to time party thereto (the "**Prepetition FLFO Lenders**"). The Prepetition FLFO Credit Agreement establishes (i) a term loan credit facility that matures on December 31, 2021, pursuant to which an aggregate principal amount of approximately \$50 million in term loans (the "**Initial FLFO Term Loans**") are outstanding, (ii) a multi-draw term loan credit facility that matures on December 31, 2021, pursuant to which an aggregate principal amount of approximately \$50 million in term loans (together with the Initial FLFO Term Loans, the "**FLFO Term Loans**") are outstanding, and (iii) a revolving credit facility that matures on December 31, 2021, pursuant to which (a) an aggregate principal amount of approximately \$17 million in revolving loans is outstanding and (b) a reimbursement obligation in favor of the Prepetition FLFO Administrative Agent with respect to approximately \$22 million in drawn letters of credit is outstanding, plus, in each case, any applicable interest, fees, and other amounts.

Certain of the Debtors guaranteed the Obligations (as defined in the Prepetition FLFO Credit Agreement (the "**FLFO Obligations**")) of FWE pursuant to that certain *Amended and Restated Guarantee Agreement*, dated as of April 11, 2018, among FWE, FWE Parent, certain other Debtors as guarantors (collectively, with FWE Parent, the "**FLFO Guarantors**") and the

FLFO Collateral Agent. In order to secure the FLFO Obligations and the guarantee provided with respect to the FLFO Obligations, each of FWE and the FLFO Guarantors granted, or confirmed their continuing grant of, a first priority security interest in, and lien upon, substantially all of their material personal property, subject to customary exceptions, pursuant to that certain *Second Amended and Restated Collateral Agreement*, dated as of June 28, 2019 (as amended, restated, amended and restated, supplemented, or otherwise modified before the date hereof, the “**FLFO Collateral Agreement**”) among FWE, the FLFO Guarantors, the Prepetition FLFO Administrative Agent, and the Prepetition FLFO Collateral Agent. In addition to the liens and security interests granted pursuant to the Prepetition FLFO Collateral Agreement, FWE and certain of the FLFO Guarantors granted, or confirmed their continuing grant of, first priority Mortgages (as defined in the FLFO Credit Agreement, the “**FLFO Mortgages**”) on certain oil and gas properties located in Alabama, Louisiana, Mississippi, and Texas, and otherwise in jurisdictions where recordation with BOEM was required.

## 2. First Lien Term Loan Agreement

Certain of the Debtors are parties to that certain *Amended and Restated First Lien Credit Agreement*, dated as of April 11, 2018 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “**Prepetition FLTL Credit Agreement**”), among FWE, as borrower, FWE Parent, as holdings, the lenders from time to time party thereto (the “**Prepetition FLTL Lenders**” and, together with the Prepetition FLFO Lenders, the “**Prepetition First Lien Lenders**”), and Cantor Fitzgerald Securities, as administrative agent and collateral agent (the “**Prepetition FLTL Administrative Agent**” and, together with the Prepetition FLFO Administrative Agent and the Prepetition FLFO Collateral Agent, the “**Prepetition First Lien Agents**”). As of the Petition Date, the aggregate amount outstanding under the FLTL Credit Agreement was approximately \$1,142,688,815.28, plus any unpaid interest, fees, premiums, or other amounts due thereunder.

Certain of the Debtors guaranteed the Obligations (as defined in the FLTL Credit Agreement (the “**FLTL Obligations**”)) of FWE pursuant to that certain *Amended and Restated Guarantee Agreement*, dated as of April 11, 2018, among FWE, FWE Parent, certain other Debtors as guarantors (collectively, with FWE Parent, the “**FLTL Guarantors**”) and the FLTL Administrative Agent. In order to secure the FLTL Obligations and the guarantee provided with respect to the FLTL Obligations, each of FWE and the FLTL Guarantors granted, or confirmed their continuing grant of, a first priority security interest in, and lien upon, substantially all of their material personal property, subject to customary exceptions, pursuant to that certain *Amended and Restated Collateral Agreement*, dated as of April 11, 2018 (as amended, restated, amended and restated, supplemented, or otherwise modified before the date hereof, the “**FLTL Collateral Agreement**”, and, together with the FLFO Collateral Agreement, the “**First Lien Collateral Agreements**”) among FWE, the FLTL Guarantors and the FLTL Administrative Agent, as collateral agent. In addition to the liens and security interests granted pursuant to the FLTL Collateral Agreement, FWE and certain of the FLTL Guarantors granted, or confirmed their continuing grant of, first priority Mortgages (as defined in the FLTL Credit Agreement and, together with the FLFO Mortgages, the “**First Lien Mortgages**”, the First Lien Mortgages, together with the First Lien Collateral Agreements and any other “Security Documents” as defined in the Prepetition FLFO Credit Agreement and Prepetition FLTL Credit Agreement, respectively, the “**First Lien Security Documents**”) on certain oil and gas properties located in Alabama, Louisiana, Mississippi, and Texas, and otherwise in jurisdictions where recordation with BOEM

was required. The security interest and lien securing the FLTL Obligations is *pari passu* with the security interest and lien securing the FLFO Obligations; however, pursuant to the terms of the Pari Passu Intercreditor Agreement (as defined below), any proceeds from the collateral securing the FLFO Obligations and the FLTL Obligations are required to be applied first towards the repayment of the FLFO Obligations and, thereafter, towards the repayment of the FLTL Obligations.

### 3. Second Lien Term Loan Agreement

Certain of the Debtors are parties to that certain *Amended and Restated Second Lien Credit Agreement*, dated as of April 11, 2018 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “**Prepetition SLTL Credit Agreement**” and, together with the Prepetition FLFO Credit Agreement and Prepetition FLTL Credit Agreement, the “**Prepetition Credit Agreements**”), among FWE, as borrower, FWE Parent, as holdings, the lenders from time to time party thereto (the “**Prepetition SLTL Lenders**” and, together with the Prepetition First Lien Lenders, the “**Prepetition Lenders**”), and Cortland Capital Market Services LLC, as administrative agent and collateral agent (the “**Prepetition SLTL Administrative Agent**” and, together with the Prepetition First Lien Agents, the “**Prepetition Administrative Agents**”). As of the Petition Date, the aggregate amount outstanding under the Prepetition SLTL Credit Agreement was approximately \$517,500,000, plus any unpaid interest, fees, premiums, or other amounts due thereunder (collectively, the “**SLTL Claims**”).

Certain of the Debtors guaranteed the Obligations (as defined in the SLTL Credit Agreement (the “**SLTL Obligations**”)) of FWE pursuant to that certain *Amended and Restated Guarantee Agreement*, dated as of April 11, 2018, among FWE, FWE Parent, certain other Debtors as guarantors (collectively, with FWE Parent, the “**SLTL Guarantors**”) and the Prepetition SLTL Administrative Agent. In order to secure the SLTL Obligations and the guarantee provided with respect to the SLTL Obligations, each of FWE and the SLTL Guarantors granted, or confirmed their continuing grant of, a second priority security interest in, and lien upon, substantially all of their material personal property, subject to customary exceptions, pursuant to that certain *Amended and Restated Collateral Agreement*, dated as of April 11, 2018 (as amended, restated, amended and restated, supplemented, or otherwise modified before the date hereof, the “**SLTL Collateral Agreement**”) among FWE, the SLTL Guarantors and the SLTL Administrative Agent, as collateral agent. In addition to the liens and security interests granted pursuant to the SLTL Collateral Agreement, FWE and certain of the SLTL Guarantors granted, or confirmed their continuing grant of, second priority Mortgages (as defined in the SLTL Credit Agreement, and, together with the First Lien Mortgages, the “**Mortgages**”, the Mortgages, together with the First Lien Security Documents and any other “**Security Documents**” as defined in the SLTL Credit Agreement, the “**Security Documents**”) on certain oil and gas properties located in Alabama, Louisiana, Mississippi, and Texas, and otherwise in jurisdictions where recordation with BOEM was required.

### 4. Intercreditor Agreements

The relative contractual rights of the Prepetition FLFO Lenders, on the one hand, and the Prepetition FLTL Lenders, on the other hand, are governed by that certain *Pari Passu Intercreditor Agreement*, dated as of April 11, 2018 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “**Pari Passu Intercreditor Agreement**”). The Pari

Passu Intercreditor Agreement controls the rights and obligations as among the holders of the FLFO Obligations (the “**Prepetition FLFO Secured Parties**”), the holders of the FLTL Obligations (together with the Prepetition FLFO Secured Parties, the “**Prepetition First Lien Credit Agreement Secured Parties**”) and certain other providers of Secured Hedge Agreements (as defined in the Pari Passu Intercreditor Agreement) with respect to, among other things, priority of security over collateral, matters of debtor-in-possession financing, the use of cash collateral, and adequate protection.

The relative contractual rights of the Prepetition First Lien Credit Agreement Secured Parties, on the one hand, and holders of the SLTL Obligations (the “**Prepetition Second Lien Secured Parties**”), on the other hand, are governed by that certain *Intercreditor Agreement*, dated as of April 11, 2018 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “**Senior Intercreditor Agreement**”). The Senior Intercreditor Agreement controls the rights and obligations of the Prepetition First Lien Credit Agreement Secured Parties and the Prepetition Second Lien Secured Parties with respect to, among other things, priority of security over collateral, matters of debtor-in-possession financing, the use of cash collateral, and adequate protection.

## 5. DB Receivables Facility

Certain of the Debtors and a non-Debtor affiliate are parties to that certain *Master Receivables Purchase Agreement* dated as of December 23, 2019 among FWE, as originator, FW FinCo LLC, as seller, Deutsche Bank AG New York Branch, as administrative agent, Deutsche Bank Trust Company Americas, as a purchaser and the other purchasers party thereto (the “**DB Receivables Facility**”). As of the Petition Date, there were no amounts due and owing on the DB Receivables Facility. Subsequent to the Petition Date, the DB Receivables Facility terminated on its own terms.

## 6. Surety Bonds

Before the Petition Date, the Company had approximately \$1.165 billion in surety bonds that it maintains to satisfy various contractual and regulatory requirements. As stated above, this includes approximately \$177 million in surety bonds for the benefit of BOEM. This also includes \$498 million in surety bonds and contracts similar to surety bonds, which either have been issued directly to Apache on the Company’s behalf or have been issued to Deutsche Bank as collateral for an equal dollar amount of letters of credit that Deutsche Bank has issued to Apache on the Company’s behalf.

## 7. Unsecured Claims

Further, in the ordinary course of their business, the Debtors incur trade debt with numerous vendors in connection with their operations. However, a significant number of the Debtors’ prepetition trade obligations have been satisfied by the Debtors in accordance with first day relief granted by the Bankruptcy Court (as described below).

## 8. Intercompany Claims

In the ordinary course of business, intercompany transactions (collectively, “**Intercompany Transactions**,” and each intercompany receivable and payable generated

pursuant to an Intercompany Transaction, an “**Intercompany Claim**”) occur when, among other things, (i) FWE receives funds on behalf of Debtor and non-Debtor affiliates and managed entities (the “**Non-Debtor Affiliates**”), (ii) FWE makes payments and disbursements on behalf of Debtor and Non-Debtor Affiliates, and (iii) funds are transferred between and among the Debtors and the Non-Debtor Affiliates (primarily between FWE, Fieldwood Mexico, and SP 49 Pipeline LLC).

Debtor to Debtor Intercompany Transactions and Intercompany Claims are not generally settled by actual transfers of cash among the Debtors. Instead, the Debtors track all Intercompany Transactions and Intercompany Claims electronically in their centralized accounting system, the results of which are recorded concurrently on the applicable Debtor’s balance sheets and regularly reconciled. The accounting system requires that all general ledger entries be balanced at the legal-entity level and, therefore, when the accounting system enters an intercompany receivable on one entity’s balance sheet, it also automatically creates a corresponding intercompany payable on the applicable affiliate’s balance sheet. This results in a net balance of zero when consolidating all intercompany accounts. Additional detail regarding Intercompany Transactions and Intercompany Claims is set forth in the Cash Management Motion (defined below).

#### IV. **KEY EVENTS LEADING TO COMMENCEMENT OF CHAPTER 11 CASES**

The Company proactively took a number of steps before filing these Chapter 11 Cases in an effort to deleverage its balance sheet, bolster liquidity, address near-term interest payments, and maximize value for stakeholders. The Company, however, has continued to face a challenging commodity price environment, which has constrained its liquidity and affected operations. Ultimately, the precipitous decline in oil prices from the combined effect of the COVID-19 pandemic and general deterioration of commodity prices forced the Company to pursue restructuring transactions.

##### **A. Cost Reduction**

The Company commenced production shut-ins during late March 2020 in response to the deteriorating commodity price environment. Initially, twenty-nine (29) low-margin shelf fields were shut-in, resulting in a savings of approximately \$5 million in monthly operating expenses. The Company, thereafter, commenced a broad shut-in during late April 2020 due to the continued oil price collapse. The Company effectively shut-in all operated production fields other than eight (8) dry gas fields and one shelf field. For deepwater assets, all properties except one non-operated field were shut-in from late April 2020 to June 2020. The Company was able to limit its operating expenses during the shut-in period.

In addition to the shut-ins, the Company has implemented other cost savings measures, such as a reduction in force, salary reductions for certain staff and contractors, including a 10% salary cut for corporate employees earning more than \$150,000 per year, elimination of the matching program under the 401(k) plan for employees, and stricter vendor management practices.



### **B. Vendor and Surety Issues**

As a result of the foregoing, before the Petition Date, several of the Company's vendors and surety providers took action, or threatened to take action, to secure payments of alleged amounts that are either due and owing or may become due and owing in the future. For example, in the months leading up to the Petition Date, the Company received numerous demands from several of its surety providers requesting that the Company either release them from their bonds, or, in the alternative, post collateral in the amounts of their unreleased bonds. In fact, after sending one or more demand letters, two sureties filed lawsuits against the Company. In one lawsuit, filed in the United States District Court for the Southern District of Texas (Houston Division), Travelers Casualty and Surety Company of America ("**Travelers**") alleges that defendants have breached certain obligations under an indemnity agreement and seeks, among other relief, an injunction requiring the defendants to either release Travelers from certain performance bonds or provide collateral to secure defendants' obligations under the indemnity agreements in the amount of \$60,000,000. FWE is also a defendant in a lawsuit filed by Aspen American Insurance Company ("**Aspen**") in the District Court of Harris County, Texas. Aspen's complaint alleges FWE breached its contract with Aspen by failing to post collateral sufficient to protect Aspen in the event of claims being made under certain performance bonds issued by Aspen. Aspen seeks monetary damages as a result of the alleged breach. The Debtors have filed answers to both lawsuits, contesting (among other allegations) that they breached the indemnity agreements and that the surety providers are entitled to any equitable relief such as an injunction. Both lawsuits are currently stayed by the automatic stay.

### **C. Prepetition Restructuring Efforts**

Before filing these Chapter 11 Cases, the Company took several steps to attempt to address its capital structure and liquidity needs without a comprehensive in-court restructuring. Despite these efforts, it became apparent that the Debtors' revenue and cash flow generating capacity would not be sufficient to service their outstanding debt on a go-forward basis and to maintain the liquidity necessary to operate their businesses and preserve long-term viability and enterprise value.

As a result, the Company determined that a restructuring transaction was necessary to position itself for long term success. The Debtors retained Weil, Gotshal & Manges LLP ("**Weil**"), as restructuring counsel, and Houlihan, as investment banker, to explore strategic alternatives and assist in developing and implementing a comprehensive plan to restructure its balance sheet. The Debtors also retained AlixPartners, LLP ("**AlixPartners**"), as financial advisor, to assist in preparing their operations for a potential chapter 11 restructuring as part of their contingency plan.

As discussions regarding a potential restructuring transaction progressed, it became necessary for the Company to seek forbearances under its Credit Agreements to provide additional time for negotiations over potential restructuring transactions to develop. On May 7, 2020, the Company entered into certain *Temporary Limited Forbearance and Amendment* agreements (collectively, the "**TLF Agreements**") with consenting lenders for each Prepetition Credit Agreement (collectively, the "**TLF Consenting Lenders**"). The TLF Agreements required the TLF Consenting Lenders to forbear from exercising their respective rights and remedies under the Credit Agreements with respect to certain defaults by the Company under the various Credit Agreements. Among the defaults were the Company's failure to deliver a Conforming Audit



Opinion (as defined under the TLF Agreements) to the FLFO Administrative Agent, the Company's failure to satisfy its reimbursement obligations with respect to payment under a certain letter of credit in accordance with the FLFO Credit Agreement, and the Company's failure to make certain interest payments under the Credit Agreements, including interest payments that became due on April 30, 2020 in the amount of approximately \$1.3 million under the FLFO Credit Agreement, \$20 million under the FLTL Credit Agreement, and \$11.7 million under the SLTL Credit Agreement.

As part of the TLF Consenting Lenders' agreement to forbear from exercising their contractual rights with respect to defaults under the Credit Agreements, the TLF Consenting Lenders and the Company agreed to certain forbearance milestones. The milestones were intended to help facilitate negotiations to ensure continued progress toward a potential restructuring transaction. The milestones included, among other things, the Company's requirement to deliver to the TLF Consenting Lenders, and/or their agents or advisors by dates certain, a strategic monthly operating plan, a comprehensive restructuring term sheet, a 13-week consolidated weekly cash flow forecast, and a DIP budget.

Thereafter, the Company and TLF Consenting Lenders executed four amendments to the TLF Agreements, including to extend the forbearance periods thereunder, with the most recent amendments extending the forbearance periods to July 31, 2020. The forbearance periods were further extended by email leading up to the Petition Date.

During the months leading up to the Petition Date, the Company worked alongside its lenders and other stakeholders to formulate strategic alternatives. These efforts culminated in an agreement with Apache on the framework for a restructuring with respect to the Legacy Apache Properties. The framework is memorialized in the Apache Term Sheet, executed on July 31, 2020. The Apache Term Sheet is attached as **Exhibit B** to the Restructuring Term Sheet, which is annexed to **Exhibit A** of the *Declaration of Michael Dane in Support of Debtors' Chapter 11 Petitions and First Day Relief* [Docket No. 29] (the "**First Day Declaration**"). A summary of the Apache Term Sheet is set forth in paragraphs 8-11 of the First Day Declaration. As explained above, given that the P&A Obligations related to the Legacy Apache Properties are among the Company's most significant liabilities, the terms set forth under the Apache Term Sheet form the cornerstone of the Debtors' restructuring and provide a resolution for one of the Debtors' most significant liabilities.

After extensive negotiations, the Company reached an agreement with Apache and the Ad Hoc Group of Secured Lenders on the Restructuring Term Sheet and the RSA, both of which further refined the terms of the Debtors' reorganization. The RSA, which was executed on August 4, 2020, is attached to the First Day Declaration as **Exhibit A**, with the Restructuring Term Sheet attached thereto as **Exhibit A**. A summary of the Restructuring Term Sheet and RSA is set forth in paragraphs 12-13 of the First Day Declaration. With the framework for the Debtors' restructuring in place, the Debtors filed for chapter 11.

## V.

**OVERVIEW OF CHAPTER 11 CASES****A. Commencement of Chapter 11 Cases and First Day Motions**

On August 3, 2020 and August 4, 2020, the Debtors commenced their Chapter 11 Cases. The Debtors continue managing their properties and operating their business as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

**B. First Day Motions**

On August 4, 2020, the Debtors filed multiple motions seeking various relief from the Bankruptcy Court to enable the Debtors to facilitate a smooth transition into chapter 11 and minimize any disruptions to the Debtors' operations (the "**First Day Motions**"). The Bankruptcy Court granted substantially all of the relief requested in the First Day Motions and entered various orders authorizing the Debtors to, among other things:

- Restrict certain transfers of equity interests in the Debtors (the "**NOL Motion**") [Docket Nos. 50, 327];
- Pay certain prepetition taxes and assessments [Docket No. 60];
- Continue paying employee wages and benefits [Docket No. 51];
- Continue insurance and surety bond programs (the "**Insurance Motion**") [Docket Nos. 152, 340];
- Obtain postpetition financing and use of cash collateral (the "**DIP Motion**") [Docket Nos. 58, 346];
- Continue the use of the Debtors' cash management system, bank accounts, and business forms (the "**Cash Management Motion**") [Docket Nos. 49, 341];
- Pay certain prepetition interest owner obligations, joint interest billings, and operating expenses (the "**JIB/Critical Vendor Motion**") [Docket Nos. 62, 342]; and
- Establish procedures for utility companies to request adequate assurance of payment and to prohibit utility companies from altering or discontinuing service [Docket No. 61].

**C. Procedural Motions and Retention of Professionals**

The Debtors have filed various motions regarding procedural issues that are common to chapter 11 cases of similar size and complexity as these Chapter 11 Cases. The Bankruptcy Court granted substantially all of the relief request in such motions and entered various orders authorizing the Debtors to, among other things:

- Jointly administer the Debtors' estates [Docket No. 17];

- File a consolidated creditor matrix and list of 30 largest unsecured creditors and modify the requirement to file a list of equity security holders [Docket No. 57];
- Establish procedures for the interim compensation and reimbursement of expenses of chapter 11 professionals [Docket No. 367];
- Employ professionals utilized by the Debtors in the ordinary course of business [Docket No. 293];
- Extend the deadline to remove civil actions [Docket No. 631];
- Extend the deadline to file Bankruptcy Rule 2015.3 reports [Docket No. 638]; and
- Extend the deadline to assume or reject unexpired leases of nonresidential real property [Docket No. 712].

The Debtors filed several applications and obtained authority to retain various professionals to assist the Debtors in carrying out their duties under the Bankruptcy Code during the Chapter 11 Cases. These professionals include (i) AlixPartners; (ii) Houlihan, as investment banker; (iii) Weil, as counsel to the Debtors; (iv) Jones Walker LLP; (v) Ryan LLC; and (vi) Prime Clerk LLC, as claims, noticing, and solicitation agent. The Bankruptcy Court has entered orders authorizing the retention of certain of these professionals [Docket Nos. 412 (AlixPartners), 530 (Houlihan), 355 (Weil), 411 (Jones Walker), 1014 (Ryan LLC), and 19 (Prime Clerk)]. The Debtors reserve the right to seek and retain additional professionals. As of the date hereof, 29 professionals utilized in the ordinary course filed declarations regarding their retention by the Debtors.

#### **D. Appointment of Creditors' Committee**

On August 18, 2020, the Creditors' Committee was appointed by the Office of the United States Trustee for Region 7 (the "**U.S. Trustee**") pursuant to section 1102 of the Bankruptcy Code to represent the interests of unsecured creditors in these Chapter 11 Cases [Docket No. 183]. The original members of the Creditors' Committee included (i) Oceaneering International, Inc.; (ii) Subsea 7 US LLC; (iii) Halliburton Energy Services, Inc.; (iv) TETRA Technologies, Inc.; and (v) Workstrings International, L.L.C. The Creditors' Committee has retained Stroock & Stroock & Lavan LLP ("**Stroock**") and Pachulski Stang Ziehl & Jones LLP ("**Pachulski**") as co-counsel<sup>21</sup>, and Conway MacKenzie, LLC ("**Conway**") as its financial advisor. The Bankruptcy Court entered orders authorizing the Creditors' Committee's retention of such professionals [Docket Nos. 471 (Stroock), 472 (Conway), and 1044 (Pachulski)]. The Creditors Committee is currently comprised of: (i) Sea Robin Pipeline, LLC, (ii) Aggreko, LLC, and (iii) Partco, LLC.

<sup>21</sup> On February 19, 2021, the Creditors' Committee filed the *Application for Approval of the Employment of Pachulski Stang Ziehl & Jones LLP as Co-Counsel to the Official Committee of Unsecured Creditors, Effective as of January 20, 2021* [Docket No. 894] to retain Pachulski as its counsel, in place of Cole Schotz P.C.

**E. Postpetition Hedging Agreements and Treatment of Hedging Obligations Under the Plan**

On August 18, 2020, the Debtors filed the *Emergency Motion of Debtors for Order (I) Authorizing Debtors to (A) Enter into and Perform Under New Postpetition Hedging Agreements, and (B) Grant Related Liens and Superpriority Claims, and (II) Modifying Automatic Stay, and (III) Granting Related Relief* [Docket No. 185] (the “**Hedging Motion**”). On August 24, 2020, the Bankruptcy Court entered the *Emergency Order (I) Authorizing Debtors to (A) Enter into and Perform Under New Postpetition Hedging Agreements and (B) Grant Related Liens and Superpriority Claims, (II) Modifying Automatic Stay, and (III) Granting Related Relief* [Docket No. 242] (the “**Hedging Order**”).

Pursuant to the Hedging Order, the Debtors have entered into and performed under new financial derivative transactions pursuant to contracts (the “**Postpetition Hedging Agreements**” and the claims arising thereunder, the “**Hedging Obligations**”) in the ordinary course of business. In accordance with the DIP Order and Hedging Order, the Debtors have secured and otherwise ensured payment of the Hedging Obligations by providing the hedging counterparties: (a) superpriority administrative claims on account of the Hedging Obligations under section 364(c)(1) of the Bankruptcy Code, which are *pari passu* with the DIP Obligations (as defined in the DIP Order) provided under the DIP Order, and (b) first-priority liens in the DIP Collateral which are *pari passu* with the DIP Liens.

Pursuant to Section 2.7 of the Plan, on (or as soon thereafter as is reasonably practicable) the later of (a) the Effective Date and (b) the first Business Day on which the Allowed Postpetition Hedge Claim becomes due and owing in accordance with the terms of and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents establishing, such liabilities, each holder of an Allowed Postpetition Hedge Claim shall receive in full and final satisfaction of such Claim, either (x) Cash in an amount equal to the Allowed amount of such Claim or such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code or (y) such other treatment as to which the Debtors, the Post-Effective Date Debtors, or NewCo and its subsidiaries (including the Credit Bid Purchaser), as applicable, and the holder of such Allowed Postpetition Hedge Claim will have agreed upon in writing; *provided*, that any Allowed Postpetition Hedge Claim assumed by the Credit Bid Purchaser in accordance with the foregoing clause (y) pursuant to the Credit Bid Purchase Agreement shall be solely an obligation of the Credit Bid Purchaser and the holder of such assumed Claim shall have no recourse to or Claim against the Debtors or Post-Effective Date Debtors or their assets and properties. Nothing herein shall modify any of the contractual rights under a Postpetition Hedging Agreement of a holder of an Allowed Postpetition Hedge Claim in their capacity as a holder of an Allowed Postpetition Hedge Claim.

**F. Final Hearing on Vendor, Insurance, Cash Management, and DIP Motion**

On August 22, 2020, the Bankruptcy Court entered the *Order Continuing the Hearing on the Motions* [Docket No. 221], which continued the hearing on the Insurance Motion, Cash Management Motion, JIB/Critical Vendor Motion, NOL Motion, and DIP Motion to consider granting the requested relief on a final basis for August 24, 2020 to September 14, 2020 (the “**Final Hearing**”). On September 11, 2020, the Bankruptcy Court entered a final order on the NOL Motion [Docket No. 327].

Before the Final Hearing, eight parties objected or joined in objections to the Insurance Motion, Cash Management Motion, and JIB Critical Vendor Motion [Docket Nos. 189, 311, 196, 197, 212, 284, 306, 308]. The Debtors filed revised proposed orders reflecting changes made by the Debtors to resolve these objections [Docket Nos. 332, 338, 337], which the Bankruptcy Court entered on a final basis at the Final Hearing [Docket Nos. 340, 341, 342].

Seventeen parties objected or joined in objections to the DIP Motion [Docket Nos. 188, 192, 196, 200, 201, 202, 203, 205, 206, 211, 212, 213, 216, 218, 222, 230, 284]. Following the Final Hearing, the Debtors filed a revised proposed order reflecting changes made by the Debtors to (i) resolve objections raised by various parties in interest and (ii) address comments raised by the Bankruptcy Court at the Final Hearing [Docket No. 344], which the Bankruptcy Court entered on a final basis on September 15, 2020 (the “**DIP Order**”) [Docket No. 346]. The DIP Order authorized the Debtors to obtain the DIP Facility, a multiple-draw senior secured term loan facility in a principal amount not to exceed \$100 million. On the closing date, the Debtors borrowed an aggregate principal amount equal to \$10 million under the DIP Facility. To date, the Debtors have not made any additional draws under the DIP Facility.

#### **G. The Creditors’ Committee’s Challenge Rights**

Pursuant to the DIP Order, the Creditors’ Committee was provided the right to challenge certain stipulations made by the Debtors in the DIP Order regarding, among other things, the validity, perfection, and priority of certain pre-petition liens, “by no later than (i) 75 days after enter of this Final Order, (ii) any such later date as has been agreed to, in writing, by the Prepetition Agents (with the consent of the DIP Lenders) as applicable, and (iii) any such later date as has been ordered by the Court for cause upon a motion filed and served within any applicable period of time set forth in this paragraph” (the “**Challenge Period**”). On November 25, 2020, the Court entered the *Stipulation and Agreed Order Extending the Official Committee of Unsecured Creditors’ Challenge Period Under the Final DIP Order* [Docket No. 603], which extended the Challenge Period to December 18, 2020.

The Committee investigated the validity of the secured lenders’ liens and the other items subject to the Challenge Period, and ultimately concluded that certain unencumbered assets existed, which conclusion was disputed by the Debtors and DIP Lenders. On December 21, 2020, the Court entered the *Stipulation and Agreed Order by and Among the Debtors, the Prepetition Agents and the Official Committee of Unsecured Creditors Extending the Challenge Period as to Preserved Claims* [Docket No. 680], further extending the Challenge Period until February 8, 2021 with respect to certain assets that the Creditors’ Committee determined are not subject to valid pre-petition liens and do not constitute pre-petition collateral. The parties subsequently entered into additional stipulations further extending the Challenge Period, while the Creditors’ Committee, Debtors and Consenting Creditors engaged in negotiations concerning treatment of unsecured creditors’ Claims under the Plan. In light of the settlement in principle discussed above, the parties anticipate further extending the Challenge Period and that the Creditors’ Committee will waive all challenges upon approval of the settlement and confirmation of the Plan as of the Effective Date.

#### **H. Statements and Schedules, and Claims Bar Dates**

On October 14, 2020, the Bankruptcy Court entered an order approving (i) November 25, 2020 as the deadline for all creditors or other parties in interest to file proofs of Claim (the “**Bar**



**Date**”); and (ii) February 1, 2021 as the deadline for all governmental units to file a proof of Claim [Docket No. 466].

The Debtors provided notice of the Bar Date to all known creditors and parties in interest, and published notice of the Bar Date in the national edition of the *New York Times*.

On October 13, 2020, the Debtors filed their schedules of assets and liabilities and statements of financial affairs detailing known Claims against the Debtors. [Docket Nos. 429-456]. Further, as of the date hereof, over 882 proofs of Claim had been filed against the Debtors. The Debtors continue to review and refine their analysis of the filed Claims.

Further, the Debtors intend to reject certain executory contracts pursuant to the Plan. Any counterparty to an executory contract that is rejected must file and serve a proof of Claim on the applicable Debtor that is party to the applicable executory contract to be rejected by no later than the applicable bar date set forth in the Plan or the Bankruptcy Court order governing such rejection.

### **I. Extension of Debtors’ Exclusivity**

On December 1, 2020, the Debtors filed a motion seeking to extend the exclusive periods pursuant to section 1121(d) of the Bankruptcy Code (the “**Exclusivity Motion**”) [Docket No. 625].

On January 4, 2021, the Bankruptcy Court held a hearing on the Exclusivity Motion. On January 8, 2021, the Bankruptcy Court entered the *Order Pursuant to Section 1121(d) of the Bankruptcy Code Extending the Exclusive Period* [Docket No. 751] (the “**Exclusivity Order**”), pursuant to which the Debtors’ exclusive period in which to file a chapter 11 plan was extended from December 1, 2020, through and including March 1, 2021 and the Debtors’ exclusive period in which to solicit acceptances of its chapter 11 plan was extended from January 30, 2021, through and including April 30, 2021. In addition, the Bankruptcy Court established procedures under the Exclusivity Order to provide the Company’s surety providers the option to commence an expedited adversary proceeding on or before January 20, 2021 requesting that the Bankruptcy Court determine whether the surety providers hold administrative expense claims pursuant to section 503(b) of the Bankruptcy Code against any of the Debtors for surety bond premiums on account of surety bonds that were issued prior to the Petition Date. No surety providers filed such an adversary proceeding.

On March 1, 2021, the Debtors filed a motion seeking a further extension of the exclusive periods for filing a chapter 11 plan and soliciting a chapter 11 through May 31, 2021 and July 29, 2021 [Docket No. 930].

### **J. Motion to Approve Second Lien Backstop Commitment Letter**

As described above, the Credit Bid Purchaser’s capital structure will consist of (i) the First Lien Exit Facility and (ii) an up to \$185 million Second Lien Exit Facility, which includes a New Money Investment of up to \$85 million.

In order to ensure the commitments under the Second Lien Exit Facility, including the New Money Investment, the Debtors have agreed to enter into the a backstop commitment letter (the “**Second Lien Backstop Commitment Letter**”) to be entered into by and among the Debtors, the Credit Bid Purchaser, NewCo, and the entities listed on Schedule I thereto (collectively, the



“**Second Lien Backstop Parties**” and each individually, a “**Second Lien Backstop Party**”). Pursuant to the Second Lien Backstop Commitment Letter, the Second Lien Exit Facility will be fully backstopped by the Second Lien Backstop Parties pursuant to the terms thereof, resulting in an aggregate commitment of \$185 million (the “**Aggregate Commitment**”). The terms of the Second Lien Backstop Commitment Letter ensure that the Credit Bid Purchaser has a source of necessary new capital committed to fund its initial capital needs and consummate the Credit Bid Transaction.

In exchange for the commitments and obligations of the Second Lien Backstop Parties under the Second Lien Backstop Commitment Letter, each Second Lien Backstop Party will be entitled to, among other things: (i) its *pro rata* share of a backstop commitment premium equal to \$14.8 million, representing 8% of the amount of the Aggregate Commitment, to be paid by NewCo in the form of New Equity Interests in NewCo at a discount of 30% to equity value (the “**Second Lien Backstop Commitment Premium**”); (ii) its New Money Second Lien Term Loans Allocation Percentage of warrants for up to 24% of the New Equity Interests in NewCo (the “**New Money Warrants**”); (iii) in the event of an Alternative Transaction (as defined below), its *pro rata* share of an Alternative Transaction Premium (as defined in the Second Lien Backstop Commitment Letter) equal to 5% of the Aggregate Commitment, to be paid by the Company in cash and which shall become payable on (A) the date of the consummation of any sale, transfer or other disposition of all or a material portion of the Acquired Interests (as defined in the Credit Bid Purchase Agreement) to any person or persons other than the Credit Bid Purchaser, (B) the date of the consummation of any series of sales, transfers or other dispositions of any portion of the Acquired Interests that, when taken collectively, constitutes a disposition of all or a material portion of the Acquired Interests to any person or persons other than the Credit Bid Purchaser, or (C) the date of the consummation of any plan of reorganization, winding up, liquidation, sale or disposition, reorganization, merger or restructuring of the Company or any of the other Debtors (other than (x) the “Restructuring” and “Restructuring Transactions” as defined in and contemplated under the Restructuring Support Agreement, or (y) any liquidation under Chapter 7 of the Bankruptcy Code pursuant to which a material portion of the Acquired Interests are a part of the liquidating estate) without the use of the commitments under the Second Lien Backstop Commitment Letter, regardless of whether such plan or other transaction contemplates a sale of assets of the Debtors, a recapitalization or any alternative structure (any such transaction contemplated by clauses (A), (B), or (C), an “**Alternative Transaction**”); *provided* that the Alternative Transaction Premium shall not become due in the event that (a) the Second Lien Backstop Parties shall have failed to comply with the PA Execution Covenant (as defined in the Second Lien Backstop Commitment Letter) or (b) if the Credit Bid Purchase Agreement is terminated due to (x) Credit Bid Purchaser’s breach, (y) if the Second Lien Backstop Parties commit to support the FLTL Equity Rights Offering and the FLTL Equity Rights Offering is not consummated as a result of the breach of such commitment by a Second Lien Backstop Party, or (z) the Credit Bid Purchaser being unable to credit bid (the foregoing clauses (x) through (z), the “**Specified Exceptions**”); (iv) the reimbursement of the Second Lien Backstop Parties for all reasonable and documented out-of-pocket fees, costs and expenses (including the fees and expenses of counsel) incurred in connection with the Second Lien Exit Facility whether or not the Closing Date occurs or any Second Lien Exit Facility Documents are executed and delivered or any extensions of credit are made under the Second Lien Facility (the foregoing reimbursement obligations, the “**Expense Reimbursement**”), to be paid by Holdings or the Credit Bid Purchaser; *provided* that the Company shall be liable for the Expense Reimbursement in the event, and solely in the event, of the termination of the commitments of the Backstop Parties under the Backstop

Commitment Letter (other than a termination as a result of the occurrence of the Closing Date), *provided, further* that the Company shall have no liability for the Expense Reimbursement if the Credit Bid Purchase Agreement is terminated due to the occurrence of any Specified Exception; and (v) the obligations of the Company, NewCo, Holdings and Credit Bid Purchaser, as set forth in section 5 of the Backstop Commitment Letter, to indemnify the Backstop Parties under certain circumstances (the “**Indemnification Obligations**”); *provided* that the Indemnification Obligations of the Company (but not any other parties) shall terminate upon the earlier to occur of the Closing Date and the termination of the Credit Bid Purchase Agreement due to the occurrence of any Specified Exception (clauses (iii)–(v), collectively, the “**Commitment Protections**”).

On March 16, 2021, the Debtors filed the *Emergency Motion of Debtors for Order (I) Authorizing Entry into Backstop Commitment Letter, (II) Approving Obligations Thereunder, and (III) Granting Related Relief* [Docket No. 1023] (the “**Second Lien Backstop Motion**”), seeking entry of an order approving, among other things, their entry into the Second Lien Backstop Commitment Letter and approval of the Commitment Protections provided for therein. The Debtors have requested a hearing to be held on the Second Lien Backstop Motion on the date of the Disclosure Statement hearing.

#### **K. Motion to Assume Sublease**

In connection with the Apache Definitive Documents, Apache and FWE agreed to certain modifications of that certain Sublease Agreement, dated as of September 30, 2013 between Apache, as sublessor, and FWE, as sublessee, pertaining to certain office space in Houston, Texas (the “**Sublease Agreement**”), as set forth in that certain Fourth Amendment to Sublease Agreement (the “**Sublease Amendment**”), which is attached to the Implementation Agreement as **Exhibit 17**. Pursuant to the Sublease Amendment, FWE will pay a substantially reduced rental rate to Apache. Additionally, the Sublease Amendment contains favorable termination rights for FWE.

On February 10, 2021, the Debtors filed the *Emergency Motion of Debtors for Entry of Order (I) Approving Debtors’ Entry into Sublease Amendment and (II) Authorizing Debtors’ Assumption of Sublease Agreement* [Docket No. 869], seeking entry of an order (i) approving the Debtors’ entry into the Sublease Amendment and (ii) authorizing the Debtors’ assumption the Sublease Agreement. On February 22, 2021, the Bankruptcy Court entered the *Order (I) Approving Debtors’ Entry Into Sublease Amendment and (II) Authorizing Debtors’ Assumption of Sublease Agreement* [Docket No. 898].

#### **L. Vendor Program**

The Debtors and their advisors have been managing relations with the Debtors’ vendors through the Debtors’ vendor program by completing 153 trade agreements resolving approximately \$136.7 million of prepetition claims and continuing to work towards completing an additional 11 trade agreements representing an additional \$5.6 million of prepetition claims.

#### **M. Lien Analysis**

Before and following the Petition Date, the Debtors’ advisors conducted an independent analysis of the quality and amount of the mortgages filed in association with the Debtors’ three

tranches of secured funded debt. A combination of the Company’s books and records, its filings with BOEM and other mortgage documents were reviewed to determine (i) the technical validity of all filed mortgages to assure that individual mortgage forms satisfied relevant technical legal requirements (the “**Technical Validity Analysis**”) and (ii) the lien coverage ratio, or the amount of mortgaged oil and gas asset leases to total reserve asset lease amounts, as well as the amount of any unencumbered properties (the “**Lien Coverage Analysis**”). Additionally, the Company’s trial balance, inventory records, and investments in subsidiaries were reviewed to determine the net book value of any potentially unencumbered non-oil and gas assets.

The Technical Validity Analysis included a comprehensive search of BOEM filings and other mortgage documents in Texas, Louisiana, Alabama, and Mississippi. In connection with FWE’s exit from its previous chapter 11 filing, in 2018, Weil manually reviewed each of the mortgage documents to determine whether (i) the document is legible, (ii) the mortgagor name is correct, (iii) the mortgagee name is correct, (iv) the trustee name is correct, (v) party signatures are present, (vi) the document is notarized, and (vii) the document is properly recorded (stamped with book/liber/volume number, page number, date, and time). In addition, Weil manually reviewed each of the mortgage documents to determine the following: (i) within each secured loan tranche, relative to the base form for that tranche, the language of the grant, the language of the security agreement, enforcement provisions, the description of debt, whether the mortgage has a valid “catchall/all assets in county” provision, and (ii) documented discrepancies between tranches of debt.<sup>22</sup>

Moreover, the Lien Coverage Analysis was performed using the Company’s Mid-year 2020 Oneline Reserve Report and initial mortgage analysis (the “**MY’20 Report**”). The coverage ratio of mortgaged oil and gas asset leases to total reserve asset lease amounts (PV-9), based on the MY’20 Report, are as follows for each of the secured debt tranches:

<b><u>Lien Coverage by Secured Debt (Proved Reserves)</u></b>	
<b><u>Loan</u></b>	<b><u>Total Lien Coverage</u><sup>23</sup></b>
First Lien First Out	95.5%
First Lien Term Loan	95.5%
Second Lien Term Loan	95.5%

<b><u>Lien Coverage by Secured Debt (Proved + Probable)</u><sup>24</sup></b>	
<b><u>Loan</u></b>	<b><u>Total Lien Coverage</u><sup>25</sup></b>

<sup>22</sup>Certain mortgages were filed after Weil’s review following the 2018 Restructuring to fix discrepancies between the tranches of debt.

<sup>23</sup> Defined as the ratio of mortgaged oil and gas reserve asset amount to total oil and gas reserve asset amount.

<sup>24</sup> Capital expenditures required for probable reserves would be a function of the development plan for those reserves.

<sup>25</sup> Defined as the ratio of mortgaged oil and gas reserve asset amount to total oil and gas reserve asset amount.

First Lien First Out	94.5%
First Lien Term Loan	94.5%
Second Lien Term Loan	94.5%

For each of the secured debt tranches, the Debtors determined that their prepetition secured lenders had valid, perfected liens in over 95.5% of the Debtors' proved reserves.

**N. Independent Investigation**

Jim LaChance was appointed to the Board on July 8, 2020. Mr. LaChance was selected by the Board for his strong background serving as an independent director and his extensive business and restructuring experience. Since his appointment, Mr. LaChance has actively participated as a member of the Board with management and the Company's advisors on the Restructuring. This includes approval of entry into the RSA and the commencement of the Chapter 11 Cases.

In addition, in his capacity as an independent director of FWE Parent, Mr. LaChance oversaw an investigation into certain claims and estate causes of action that are proposed to be released pursuant to the Plan (the "**Independent Investigation**"). The Independent Investigation also included a review of certain non-de minimis pledges of collateral and transfers of interests made by the Company within the 90-day period leading up to the Petition Date in connection with its entry into forbearance and amendment agreements, dated May 7, 2020, with the required Prepetition FLFO Lenders, Prepetition FLTL Lenders, and Prepetition SLTL Lenders.

Weil, as counsel to the Company, assisted Mr. LaChance in evaluating the colorability of those certain potential claims and estate causes of action. The Independent Investigation took place over the course of several months and included extensive factual and legal analysis. In connection with the Independent Investigation, Weil conducted five separate interviews of three different individual members of management or the Board, and reviewed approximately 700 documents comprising several thousand pages.

Based upon the results of the Independent Investigation, Mr. LaChance concluded and therefore recommended to the Board that it is in the best interests of the Company and its stakeholders to pursue the Plan and grant the releases provided for in the Plan. Mr. LaChance's determination was based upon, among other things, no valuable colorable claims having been identified against the officers, directors or shareholders in the Independent Investigation and the significant value provided by the Consenting Creditors in pursuing the Plan which would allow the Company to (i) reorganize as a more streamlined, cost-effective going-concern business, (ii) save over 1,000 jobs, and (iii) facilitate the safe, responsible, and accelerated decommissioning of properties, pipelines, and platforms in the Gulf of Mexico.

**O. Adversary Complaint Against Atlantic Maritime Services, LLC**

After two lawsuits (the "**Lawsuits**") were filed post-petition on November 13, 2020 against certain of the Debtors' co-working interest owners in the United States District Court for the Eastern District of Louisiana, the Debtors commenced an adversary proceeding styled *Adversary Case No. 20-03476 Fieldwood Energy LLC, et al. v. Atlantic Maritime Services, LLC* (the

“**Atlantic Proceeding**”), seeking entry of an order extending the automatic stay to enjoin Atlantic Maritime Services, LLC (“**Atlantic**”) from prosecuting the lawsuits and obtained a preliminary injunction temporarily enjoining Atlantic from prosecuting the Lawsuits against the Debtors’ co-working interest owners. On November 25, 2020, following a hearing on the Debtors’ motion for preliminary injunction, the Bankruptcy Court held that filing the Lawsuits violated the automatic stay and that continued prosecution of the Lawsuits would result in further violations of the automatic stay. Accordingly, the Bankruptcy Court entered an order granting a temporary preliminary injunction enjoining Atlantic from prosecuting the Lawsuits against the Debtors’ co-working interest owners [Atlantic Proceeding, Docket No. 10] (the “**Stay Extension Order**”).

On December 8, 2020, the Bankruptcy Court entered the *Stipulation and Order Extending the Automatic Stay to Certain of Debtors’ Co-Working Interest Owners*, which extended the Stay Extension Order through and including the earliest to occur of (i) the effective date of any confirmed chapter 11 plan, (ii) sale of the properties subject to Atlantic’s alleged liens giving rise to the Lawsuits (as defined in the Stay Extension Order), and (iii) through and including 11:59 p.m. (prevailing Central Time) on April 15, 2021.

### **P. Regulatory Matters**

The offshore oil and gas industry is heavily regulated by the Department of the Interior pursuant to the Outer Continental Shelf Lands Act<sup>26</sup> (“**OCSLA**”) and OCSLA’s implementing regulations found primarily at 30 CFR 250 *et seq.* (OCSLA and the implementing regulations the “**Regulations**”) and also by other agencies such as the Environmental Protection Agency and the United States Coast Guard under other federal statutes. For the Debtors’ properties in Louisiana and Texas, those states have their own detailed regulations, which apply to leases on the respective lands and waters of the states.

The primary regulatory enforcement mechanism utilized by the Department of Interior through BSEE is conducting scheduled and unscheduled inspections of offshore facilities and operations to ensure that facilities and operations are in compliance with the Regulations. In the event BSEE inspectors discover that conditions of FWE’s offshore structures or operations violate the Regulations, BSEE may issue an INC (i.e., an Incident of Non-Compliance) which often includes an order to remediate non-complying conditions or operations. At BSEE’s discretion and based on the severity of the non-compliance, BSEE may also impose civil penalties for the INC and further impose civil penalties for each day the non-compliance with the Regulations continues.<sup>27</sup> Typically, the total amount of BSEE civil penalties paid by the offshore oil and gas industry (i.e., for the entire Gulf of Mexico) is approximately \$1-2 million per year.<sup>28</sup> As a part of its restructuring process and with the aim to resolve as much liability to the government as possible in the restructuring process, FWE and the Department of Interior have commenced discussions to resolve all outstanding civil penalty liability. FWE expects to resolve the civil penalty liability in

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<sup>26</sup> 43 U.S.C. §§1331 *et seq.*

<sup>27</sup> 30 CFR 250.1400 *et seq.* Currently, the maximum civil penalty is \$44,675 per day. See <https://www.bsee.gov/what-we-do/safety-enforcement-division/civil-penalties>

<sup>28</sup> See e.g., 2020 civil penalties totaling \$1.3 million: <https://www.bsee.gov/sites/bsee.gov/files/fiscal-year-2020-cp-report.pdf>



line with historical trends, although the discussions are ongoing and the outcome of the discussions is difficult to predict with precision.

In addition, since 2016, FWE has responded to requests from the U.S. Attorney's Offices for the Eastern and Western Districts of Louisiana in connection with the investigation of certain civil and criminal matters. Two employees of FWE were indicted in the Eastern District of Louisiana on January 15, 2021 for violations of the Clean Water Act, 33 U.S.C. §§ 1319(c)(1)(A), 1319(c)(2)(A), 3121(b)(3), 1321(b)(5) and OCSLA, 43 U.S.C. §§ 1350(c)(2), 1350(c)(3). One employee was indicted in relation to a negligent and knowing discharge, failure to report the discharge at Main Pass 310 in 2015 and falsely representing company records to BSEE. A second employee was indicted for a negligent discharge at Grand Isle 43 in January 2018 and with rendering safety systems inoperable. FWE has not been charged, is cooperating with the authorities and will continue discussions with the government as appropriate.

On February 10, 2021, in a resolution of the investigations of the U.S. Attorney's Office for the Eastern District of Louisiana (the "USAO"), including those relating to Main Pass 310 and Grand Isle 43, FWE entered into a Non-Prosecution Agreement with the USAO in respect of certain civil and criminal violations alleged by the USAO without any criminal plea or indictment against FWE or its officers or directors. The NPA requires FWE to undertake certain obligations, including cooperating with the USAO and other federal agencies, admitting to findings of fact that its employees and third-party contractors committed certain criminal violations, and undertaking certain corrective and remedial actions, including the payment of a \$2 million fine, payable in four equal installments over a two year period. Should FWE remain in compliance with its obligations under the NPA, then the USAO has agreed to not prosecute FWE or any of its officers or directors during the term of the NPA or thereafter for any alleged violations of federal civil and criminal laws related to conduct described in the NPA or any other conduct for which FWE has been under investigation by the USAO as of the effective date of the NPA. The NPA is to remain in effect until the later of (i) two years from the date the Bankruptcy Court approves the \$2 million fine and (ii) until the complete payment of the fine.

On February 18, 2021, the Debtors filed the *Motion of Debtors for Entry of an Order (I) Approving Non-Prosecution Agreement with the United States Attorney's Office for the Eastern District of Louisiana and (II) Granting Related Relief* [Docket No. 893], seeking entry of an order (i) approving the Debtors' entry into the NPA and performance of the obligations thereunder and (ii) granting related relief. On March 15, 2021, the Bankruptcy Court entered the *Order (I) Approving Non-Prosecution Agreement with the United States Attorney's Office for the Eastern District of Louisiana and (II) Granting Related Relief* [Docket No. 1004].

The NPA applies only to the United States Attorney's Office for the Eastern District of Louisiana and does not bind any other federal, state, or local prosecuting, administrative, or regulatory agencies (although the NPA does resolve all civil penalty exposure arising out of the incidents subject to the investigation).

**Q. Emergency Motion to Compel BP to Perform Under Executory Contracts**

The Company is a co-working interest owner and operator of a well in the Gulf of Mexico that is part of the Galapagos field ("Genovesa"). Genovesa was drilled in June-July 2019. Genovesa connects to a host platform called Na Kika, which is partially owned by BP Production



& Exploration Inc. (“BP”), via an undersea loop system (“LSPS”), which is jointly owned by the Company, BP, and others, and operated by BP. In April 2020, FWE first learned that there was an anomaly in the LSPS, which was later determined to be a small leak. FWE did not cause the anomaly in the LSPS, something with which BP agrees. Remediating the leak through a short-term single flowline project (“SFLP”), as opposed to a longer-term loop system restoration project (which is still necessary), is the necessary step to bringing Genovesa online and initiating production for this well.

Production on the lease on which Genovesa is located ceased in April 2020, meaning that, under the applicable regulations, the lease would expire one year later unless production is restored or other lease saving activities occur or BSEE authorizes a suspension of production (“SOP”). On January 20, 2021, the U.S. Department of the Interior released Order 3395, which limits consideration of lease extensions, among other things, to political appointees. It is, therefore, uncertain whether an SOP would be granted.

Accordingly, on January 27, 2021, the Company filed an *Emergency Motion to Compel BP Production & Exploration Inc. to Perform Pre-Petition Contracts* [Docket No. 792], asking the Court to order BP to perform its obligations under the operative agreements by requiring BP to either complete the short-term SFLP itself or allow the Company to do so in time to get Genovesa online by April 2021. The Court held a contested evidentiary hearing on February 2, 2021, at which it orally ruled that, among other things, BP had been “behaving in a remarkably poor way,” “intentionally delayed,” acted in “bad faith,” “in breach,” and “needs to stop acting with excuses.” The Court ordered BP to perform the necessary activities to bring Genovesa online by April 5, 2021, or, in the alternative, gave BP the option to elect to turn over operatorship of the short-term SFLP to FWE and to support FWE as needed to bring Genovesa online by April 5, 2021. BP elected the second option, and the Court entered an order to this effect on February 3, 2021 at Docket No. 845. Since the date of the order, BP and FWE have worked cooperatively on the SFLP project and, subject to good weather and timely permitting, continue to be on pace to meet the target date for production.

## VI.

### **RESTRUCTURING TRANSACTIONS AND PLAN IMPLEMENTATION**

Pursuant to the Plan, the Debtors are seeking approval of, among other things, (i) entry into and consummation of the Credit Bid Transaction (subject to the terms of the Credit Bid Purchase Agreement), (ii) entry into and consummation of the Apache Transactions pursuant to Bankruptcy Rule 9019 and the Apache Definitive Documents, including the Plan of Merger, (iii) the continued operation and decommissioning of the FWE III Properties, and (iv) the abandonment of the Abandoned Properties.

#### **A. Approval of Credit Bid Transaction**

As discussed above, the Company conducted a robust sale and marketing process for the Company’s Deepwater Assets from June 30, 2020 through September 2, 2020 and, at the conclusion of such process, the Debtors determined that none of the bids they received was actionable.

Concurrently with that process, the Debtors negotiated with the Consenting FLTL Lenders the terms of the Credit Bid Transaction, which provides that Credit Bid Purchaser will acquire the Credit Bid Acquired Interests in exchange for aggregate consideration of approximately \$1.03 billion consisting of (i) a credit bid of the Allowed FLTL Claims (up to the FLTL Claims Allowed Amount), (ii) cash in the amount of up to \$105 million,<sup>29</sup> (iii) the GUC Warrants, (iv) the SLTL Warrants, and (v) assumption of certain liabilities set forth in the Credit Bid Purchase Agreement, including the assumption of the Allowed FLFO Claims remaining following distribution of the FLFO Distribution Amount. Accordingly, the Debtors have determined that the Credit Bid Transaction is currently the highest and otherwise best available transaction in light of, among other factors, the fact that the Credit Bid Purchase Agreement and Plan collectively provide for a going-concern transaction that maximizes the long-term value of the Debtors' business, provides for the continued employment of over 1,000 employees and contractors, and maximizes the consideration available for distribution to the Debtors' creditors under the Plan. As such, the Debtors submit that the Credit Bid Transaction is in the best interests of the Debtors and their estates.

### **B. Approval of Apache Transactions**

Pursuant to the Apache Term Sheet, the Company, the Consenting Creditors, and Apache agreed to, among other things, negotiate mutually agreeable Apache Definitive Documents no later than 45 days after the Petition Date, which deadline the parties mutually agreed to extend to January 1, 2021. In addition, the RSA provides that it shall be a DIP Commitment Parties Termination Event (as defined in the RSA) if the Company shall not have complied with the deadline requiring the finalization of the Apache Definitive Documents by no later than 75 days after the Petition Date, which deadline the parties mutually agreed to extend to January 1, 2021.

Following months of extensive negotiations, on January 1, 2021, the parties finalized the Apache Definitive Documents and certain of the Debtors, Apache, and certain of its affiliates entered into the Implementation Agreement, an agreement whereby parties thereto agreed to execute and deliver the Apache Definitive Documents on or before the Effective Date of the Plan.

The Apache Definitive Documents include, among other things, the Plan of Merger, which provides, among other things, that as of the Effective Date:

- FWE I will be formed, all of the FWE I Assets will be allocated to, possessed by, and vested in FWE I, pursuant to the terms of the Plan of Merger, and all of the FWE I Obligations will be allocated to and will vest in, and will constitute liabilities and obligations of, FWE I; and
- FWE will maintain its separate existence and continue as a surviving entity as FWE III, all of the assets of FWE other than the Credit Bid Acquired Interests, the FWE I Assets, and the Abandoned Properties, will be allocated to, possessed by, and vested in FWE III, pursuant to the terms of the Plan of Merger, and all of the liabilities and obligations of FWE remaining other than the Credit Bid Assumed

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<sup>29</sup> The Credit Bid Purchase Agreement caps the total cash consideration to be paid by Credit Bid Purchaser for the Credit Bid Acquired Interests at an amount equal to (i) the proceeds of the up to \$185 million Second Lien Exit Facility, plus (ii) the proceeds of the approximately \$40 million Equity Rights Offerings, minus (iii) \$120 million.

Liabilities and the FWE I Obligations will be allocated to and will vest in, and will constitute liabilities and obligations of, FWE III.

Other Apache Definitive Documents include (i) the Sublease Amendment described above in Section V.J, pursuant to which FWE will pay a substantially reduced rental rate to Apache, as sublessor, and which contains favorable termination rights, (ii) the TSA between FWE I and Credit Bid Purchaser, and (iii) a Farmout Agreement between Credit Bid Purchaser and FWE I (the “**Farmout Agreement**”). To facilitate the transition process, pursuant to the TSA, the Credit Bid Purchaser will provide operational, technical, and administrative services to FWE I to operate the FWE I Assets during the period following the Effective Date. The Farmout Agreement provides, among other things, that Credit Bid Purchaser will have the right for two years to present capital projects to FWE I relating to the Legacy Apache Properties, which will give FWE I the option to participate, in its sole discretion, under the terms mutually agreed and set forth in the Farmout Agreement.

In addition, section 10.7 of the Plan provides for mutual releases by (among other parties) the Apache PSA Parties, the Debtors, and the Consenting Creditors, provided, however, that no party will be released to the extent such release would impair the Decommissioning Security or the Apache PSA Parties’ ability to draw on the Decommissioning Security, in any respect.

The Plan is being proposed as a motion to approve, among other things, the Apache Transactions pursuant to Bankruptcy Rule 9019 and entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval of such compromise and settlement under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that such settlement and compromise is fair, equitable, reasonable, and in the best interests of the Debtors and their Estates.

The Apache Transactions provide considerable benefits to the Debtors’ estates and other key stakeholders, including, among other things, (i) limiting the Debtors’ exposure to the decommissioning liabilities related to the Legacy Apache Properties, (ii) advancing discussions with other parties in interest regarding a comprehensive restructuring, including the Consenting Creditors, BOEM and BSEE, and other predecessors in interest, (iii) reducing the rent charged to FWE pursuant to the Sublease Amendment, and (iv) substantially accelerating the decommissioning work performed on multiple wells, pipelines, platforms, and other facilities in the Gulf of Mexico.

### **C. Approval of Abandonment of Abandoned Properties**

In the Debtors’ business judgment, the Abandoned Properties are burdensome to the Debtors’ estates. As discussed above, since before the Petition Date, the Debtors have been in active discussions with BOEM and BSEE regarding the development of the Plan and proposed treatment of the Debtors’ properties, including the Debtors’ intention to abandon certain properties. Moreover, as detailed above, Debtors have also been coordinating with the Predecessors and CIOs on the safe and orderly operational transfer of the Abandoned Properties.

## VII. TRANSFER RESTRICTIONS AND CONSEQUENCES UNDER FEDERAL SECURITIES LAWS

The offer, issuance and distribution of the New Equity Interests (other than the Backstop Commitment Premium Equity Interests, the New Money Warrants, or any New Equity Interests issued upon exercise of the New Money Warrants or under the Management Incentive Plan), the Subscription Rights, the SLTL Warrants, and the GUC Warrants to holders of Allowed FLTL Claims and General Unsecured Claims under Article IV of the Plan, and the New Equity Interests issued upon exercise of the Subscription Rights, the SLTL Warrants, or the GUC Warrants, shall be exempt, pursuant to section 1145 of the Bankruptcy Code, without further act or actions by any Person, from registration under the Securities Act, and all rules and regulations promulgated thereunder, and any other applicable securities laws, to the fullest extent permitted by section 1145 of the Bankruptcy Code.

The issuance and sale of the Second Lien Backstop Commitment Premium Equity Interests to be issued pursuant to the Second Lien Backstop Commitment Letter, the FLTL ERO Backstop Commitment Premium, the SLTL ERO Backstop Commitment Premium, and the New Money Warrants (including any New Equity Interests issued upon exercise of the New Money Warrants) to be issued pursuant to the New Money Warrant Agreement is being made in reliance on the exemption from registration set forth in section 4(a)(2) of the Securities Act and/or Regulation D thereunder.

### **A. Section 1145 of the Bankruptcy Code and Subscription Transfers**

The above described securities to be issued pursuant to section 1145 of the Bankruptcy Code (the “**1145 Securities**”) may be resold without registration under the Securities Act or other federal securities laws pursuant to the exemption provided by section 4(a)(1) of the Securities Act, unless the holder is an “underwriter” with respect to such 1145 Securities, as that term is defined in section 1145(b) of the Bankruptcy Code. In addition, such section 1145 Securities generally may be resold without registration under state securities laws pursuant to various exemptions provided by the respective laws of the several states.

Section 1145 of the Bankruptcy Code generally exempts from registration under the Securities Act the offer or sale under a chapter 11 plan of a security of the debtor, of an affiliate participating in a joint plan with the debtor, or of a successor to the debtor under a plan, if such securities are offered or sold in exchange for a claim against, or an interest in, the debtor or such affiliate, or principally in such exchange and partly for cash. Section 1145 of the Bankruptcy Code also exempts from registration the offer of a security through any right to subscribe sold in the manner provided in the prior sentence, and the sale of a security upon the exercise of such right. In reliance upon this exemption, the 1145 Securities will be exempt from the registration requirements of the Securities Act, and state and local securities laws. These securities may be resold without registration under the Securities Act or other federal or state securities laws pursuant to the exemption provided by section 4(a)(1) of the Securities Act, unless the holder is an “underwriter” with respect to such securities, as that term is defined in section 1145(b) of the Bankruptcy Code. In addition, such 1145 Securities generally may be resold without registration under state securities laws pursuant to various exemptions provided by the respective laws of the several states.

Section 1145(b) of the Bankruptcy Code defines “underwriter” for purposes of the Securities Act as one who, except with respect to ordinary trading transactions, (i) purchases a claim with a view to distribution of any security to be received in exchange for the claim, (ii) offers to sell securities issued under a plan for the holders of such securities, (iii) offers to buy securities issued under a plan from persons receiving such securities, if the offer to buy is made with a view to distribution or (iv) is an issuer, as used in section 2(a)(11) of the Securities Act, with respect to such securities, which includes control persons of the issuer.

“Control,” as defined in Rule 405 of the Securities Act, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise. The legislative history of Section 1145 of the Bankruptcy Code suggests that a creditor who owns ten percent (10%) or more of a class of voting securities of a reorganized debtor may be presumed to be a “controlling person” and, therefore, an underwriter.

Notwithstanding the foregoing, control person underwriters may be able to sell securities without registration pursuant to the resale limitations of Rule 144 of the Securities Act (“**Rule 144**”) which, in effect, permit the resale of securities received by such underwriters pursuant to a chapter 11 plan, subject to applicable volume limitations, notice and manner of sale requirements, and certain other conditions. Parties who believe they may be statutory underwriters as defined in section 1145 of the Bankruptcy Code are advised to consult with their own legal advisors as to the availability of the exemption provided by Rule 144.

**B. Section 4(a)(2) of the Securities Act and Subscription Transfers**

With respect to the above described securities issued in reliance on the exemption from registration set forth in section 4(a)(2) of the Securities Act and/or Regulation D thereunder (the “**Private Placement Securities**”), such securities will be considered “restricted securities” and may not be transferred except pursuant to an effective registration statement or under an available exemption from the registration requirements of the Securities Act, such as under certain conditions, the resale provisions of Rule 144.

Rule 144 provides a limited safe harbor for the public resale of restricted securities if certain conditions are met. These conditions vary depending on whether the holder of the restricted securities is an “affiliate” of the issuer. Rule 144 defines an affiliate of the issuer as “a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such issuer.”

None of the Debtors, NewCo and its subsidiaries, including the Credit Bid Purchaser, or any other Person shall be required to provide any further evidence other than the Plan or the Confirmation Order with respect to the treatment of the New Equity Interests, the New Money Warrants, the SLTL Warrants, or the GUC Warrants, under applicable securities laws. DTC and any transfer agent (as applicable) shall be required to accept and conclusively rely upon the Plan or Confirmation Order in lieu of a legal opinion regarding whether the New Equity Interests, the New Money Warrants, the SLTL Warrants, or the GUC Warrants are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services (to the extent applicable).



Notwithstanding anything to the contrary in the Plan, no Person (including DTC and any transfer agent) shall be entitled to require a legal opinion regarding the validity of any transaction contemplated by the Plan, including whether the New Equity Interests, the New Money Warrants (including any New Equity Interests issued upon exercise of the New Money Warrants), the SLTL Warrants, or the GUC Warrants are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services.

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*Legends.* To the extent certificated or issued by way of direct registration on the records of the issuer's transfer agent, certificates evidencing the New Equity Interests held by holders of 10% or more of the outstanding New Equity Interests, or who are otherwise underwriters as defined in section 1145(b) of the Bankruptcy Code, and all Private Placement Securities, will bear a legend substantially in the form below:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON THE EFFECTIVE DATE, HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER.

The Debtors and NewCo or its subsidiaries, including the Credit Bid Purchaser, as applicable, reserve the right to reasonably require certification, legal opinions or other evidence of compliance with Rule 144 as a condition to the removal of such legend or to any resale of any such securities. The Debtors and NewCo or its subsidiaries, including the Credit Bid Purchaser, as applicable, also reserve the right to stop the transfer of any such securities if such transfer is not in compliance with Rule 144, pursuant to an effective registration statement or pursuant to another available exemption from the registration requirements of applicable securities laws.

In any case, recipients of securities issued under the Plan are advised to consult with their own legal advisors as to the availability of any such exemption from registration under state law in any given instance and as to any applicable requirements or conditions to such availability.

BECAUSE OF THE COMPLEX, SUBJECTIVE NATURE OF THE QUESTION OF WHETHER A PARTICULAR PERSON MAY BE AN UNDERWRITER OR AN AFFILIATE AND THE HIGHLY FACT-SPECIFIC NATURE OF THE AVAILABILITY OF EXEMPTIONS FROM REGISTRATION UNDER THE SECURITIES ACT, NONE OF THE DEBTORS MAKE ANY REPRESENTATION CONCERNING THE ABILITY OF ANY PERSON TO DISPOSE OF THE SECURITIES TO BE ISSUED UNDER OR OTHERWISE ACQUIRED PURSUANT TO THE PLAN. THE DEBTORS RECOMMEND THAT POTENTIAL RECIPIENTS OF THE SECURITIES TO BE ISSUED UNDER OR OTHERWISE ACQUIRED PURSUANT TO THE PLAN CONSULT THEIR OWN COUNSEL CONCERNING WHETHER THEY MAY FREELY TRADE SUCH SECURITIES AND THE CIRCUMSTANCES UNDER WHICH THEY MAY RESELL SUCH SECURITIES.



## VIII.

### CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

The following discussion is a summary of certain U.S. federal income tax consequences of the implementation of the Plan to the Debtors and to certain U.S. Holders (as defined below) of Claims that will receive cash or other property under the Plan. The following summary does not address the U.S. federal income tax consequences to holders of Claims who are unimpaired, deemed to reject the Plan or otherwise entitled to payment in full in cash under the Plan. In addition, this summary does not address the consequences to holders of Allowed FLFO Claims, as we understand that they have engaged outside counsel to advise them as to the federal income tax consequences of the Plan to them.

The discussion of U.S. federal income tax consequences below is based on the Internal Revenue Code of 1986, as amended (the “**Tax Code**”), U.S. Treasury Regulations (“**Treasury Regulations**”), judicial authorities, published positions of the Internal Revenue Service (“**IRS**”), and other applicable authorities, all as in effect on the date of this Disclosure Statement and all of which are subject to change (including pursuant to any potential future legislation which may be enacted in response to the COVID-19 pandemic) or differing interpretations (possibly with retroactive effect). The U.S. federal income tax consequences of the contemplated transactions are complex and subject to significant uncertainties. The Debtors have not requested an opinion of counsel or a ruling from the IRS with respect to any of the tax aspects of the contemplated transactions, and the discussion below is not binding upon the IRS or the courts. Accordingly, there is no assurance that the IRS would not take a contrary position as to the federal income tax consequences described herein.

This summary does not address foreign, state, local, gift, or estate tax consequences of the Plan, nor does it purport to address all aspects of U.S. federal income taxation that may be relevant to a holder in light of its individual circumstances or to a holder that may be subject to special tax rules (such as persons who are related to the Debtors within the meaning of the Tax Code, foreign taxpayers, broker-dealers, banks, mutual funds, insurance companies, financial institutions, small business investment companies, real estate investment trusts, regulated investment companies, tax-exempt organizations, trusts, governmental authorities or agencies, dealers and traders in securities, retirement plans, individual retirement and other tax-deferred accounts, holders that are, or hold Claims through, S corporations, partnerships or other pass-through entities for U.S. federal income tax purposes, persons whose functional currency is not the U.S. dollar, dealers in foreign currency, persons who hold Claims as part of a straddle, hedge, conversion transaction or other integrated investment, persons using a mark-to-market method of accounting, holders of Claims who are themselves in bankruptcy, persons subject to the alternative minimum tax or the “Medicare” tax on net investment income and accrual method taxpayers that report income on an “applicable financial statement”). In addition, this discussion does not address U.S. federal taxes other than income taxes, nor does it address the Foreign Account Tax Compliance Act.

The following discussion below assumes that the Credit Bid Transaction contemplated by the Plan (and the 363 Credit Bid Transaction, if applicable) will be a fully taxable transaction for U.S. federal income tax purposes. However, the Plan allows for alternative structures that may include transactions that are different from those described in the anticipated structure below. Any deviations from the anticipated structure could materially change the U.S. federal income tax consequences of the Plan to the Debtors, holders of Claims and holders of Interests described

herein. It is intended that, and this discussion assumes, that each component transaction of the anticipated structure will be fully taxable for U.S. federal income tax purposes. If, contrary to this assumption, any component transaction of the anticipated structure is not fully taxable for U.S. federal income tax purposes, the tax consequences of any such transactions could be materially different than as described herein. Each U.S. Holder should consult its own tax advisor.

Additionally, this discussion assumes that (i) the various debt and other arrangements to which any of the Debtors is a party will be respected for U.S. federal income tax purposes in accordance with their form; (ii) except where otherwise indicated, the Claims and non-cash consideration received are held as “capital assets” (generally, property held for investment) within the meaning of Section 1221 of the Tax Code; and (iii) each Class of Claims that votes on the Plan is an Accepting Class.

**THE FOLLOWING SUMMARY OF CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED UPON YOUR INDIVIDUAL CIRCUMSTANCES. ALL HOLDERS OF CLAIMS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS FOR THE U.S. FEDERAL, STATE, LOCAL, FOREIGN AND OTHER TAX CONSEQUENCES APPLICABLE UNDER THE PLAN.**

***A. Consequences to the Debtors***

For U.S. federal income tax purposes, each of the Debtors is (i) a member of an affiliated group of corporations of which Fieldwood Energy Inc. is the common parent and which files a single consolidated U.S. federal income tax return (the “**Tax Group**”), or (ii) disregarded as separate from its owner for U.S. federal income tax purposes whose business activities and operations are reflected on the consolidated U.S. federal income tax returns of the Tax Group. The Tax Group estimates that as of December 31, 2020, the Debtors will have approximately \$394 million of U.S. federal net operating loss (“**NOL**”) carryforwards and over \$190 million in estimated consolidated federal interest expense carryforwards under Section 163(j) of the Tax Code. None of the Debtors’ NOLs are subject to limitation under Section 382 of the Tax Code due to a prior ownership change. The amount of any such NOLs and other tax attributes, including any deductions for payments of Claims under the Plan, remain subject to audit and potential adjustment by the IRS.

**1. Cancellation of Debt and Reduction of Tax Attributes**

In general, the Tax Code provides that a debtor must recognize cancellation of debt (“**COD**”) income upon the elimination or reduction of debt for insufficient consideration. The amount of COD income generally is equal to the amount by which the adjusted issue price of cancelled debt exceeds the sum of the amount of cash and the fair market value of any other property given in exchange therefor. Certain statutory or judicial exceptions may apply to limit the amount of COD incurred for U.S. federal income tax purposes. One such exception to such income recognition is provided for any COD arising by reason of the discharge of the debtor’s indebtedness in a bankruptcy case or to the extent of the debtor’s insolvency immediately before the cancellation of the debt. In such case, the Tax Code generally requires the debtor to reduce certain of its tax attributes—such as current year NOLs and NOL carryforwards, tax credits, capital loss carryforwards, and tax basis in assets—by the amount of any such excluded COD income.

Although not free from doubt, it is expected that carryover of disallowed interest expense would not be a tax attribute subject to such reduction. If advantageous, the debtor can elect to reduce the basis of depreciable property before any reduction in its NOL carryforwards or other tax attributes. Also, where the Debtor joins in the filing of a consolidated U.S. federal income tax return, applicable Treasury Regulations require, in certain circumstances, that the tax attributes of the consolidated subsidiaries of the debtor and other members of the group also be reduced.

The Debtors expect to incur a substantial amount of COD as a result of the implementation of the Plan with a corresponding reduction in its tax attributes. The amount of such COD and resulting tax attribute reduction will depend primarily on the fair market value of the assets that are the subject of the Credit Bid Transaction (or 363 Credit Bid Transaction) and, in turn the New Equity Interests, Subscription Rights, SLTL Warrants, and GUC Warrants. In general, any reduction in tax attributes under the COD rules does not occur until the end of the tax year, after such attributes have been applied to determine the tax for the year or, in the case of asset basis reduction, the first day of the taxable year following the tax year in which the COD occurs. Accordingly, the Debtors do not expect such reduction to have a material impact on their ability to utilize their existing consolidated NOLs and other tax attributes against any gain recognized in the Credit Bid Transaction (or 363 Credit Bid Transaction).

## 2. Limitation of NOL Carryforwards and Other Tax Attributes

Under the Tax Code, any NOLs and certain other tax attributes of a corporation (collectively, “**Pre-Change Losses**”) may be subject to an annual limitation if the corporation undergoes an “ownership change” within the meaning of Section 382 of the Tax Code. These limitations apply in addition to, and not in lieu of, the attribute reduction that may result from the COD arising in connection with the Plan. As discussed above, due in part to the resulting attribute reduction from the incurrence of COD, the Debtors may not have significant tax attributes remaining following the implementation of the Plan to which Section 382 of the Tax Code would apply. Nevertheless, the following provides a brief description of the operation of Section 382 of the Tax Code in the event there are any Pre-Change Losses to which Section 382 of the Code could apply.

Under Section 382 of the Tax Code, if a corporation (or consolidated group) undergoes an “ownership change” and the corporation does not qualify for (or elects out of) the special bankruptcy exception in Section 382(l)(5) of the Tax Code discussed below, the amount of its Pre-Change Losses that may be utilized to offset future taxable income or tax liability is subject to an annual limitation.

In general, the amount of the annual limitation to which a corporation in bankruptcy that undergoes an ownership change will be subject is equal to the product of (i) the fair market value of the stock of the corporation immediately after the ownership change (with certain adjustments) multiplied by (ii) the “long term tax exempt rate” in effect for the month in which the ownership change occurs (e.g., approximately 1.6% for ownership changes occurring in March 2021).

This annual limitation potentially may be increased in the event the corporation (or consolidated group) has an overall “built-in” gain in its assets at the time of the ownership change. Any portion of the annual limitation that is not used in a given year may be carried forward, thereby adding to the annual limitation for the subsequent taxable year. Under Section 382(l)(5) of the

Tax Code, an exception to the foregoing annual limitation rules generally applies where qualified creditors of a debtor corporation receive, in respect of their claims, at least 50% of the vote and value of the stock of the reorganized debtor (or a controlling corporation if also in bankruptcy) pursuant to a confirmed chapter 11 plan. The Debtors do not expect this exception to be of any material benefit, even if otherwise applicable.

As indicated above, the Debtors may not have significant (if any) tax attributes remaining to which Section 382 of the Tax Code would apply after the reduction in tax attributes under the COD rules, whether or not the annual limitation rules apply.

### **3. Sale of Certain Assets**

Pursuant to the Plan, the Debtors will sell certain assets in the Credit Bid Transaction (or the 363 Credit Bid Transaction, if applicable) and abandon certain assets. The discussion herein assumes that such assets will be disposed of in the Credit Bid Transaction or abandonment and that the Credit Bid Transaction or the abandonment, as applicable, will be treated as a taxable transaction. As a result, for U.S. federal income tax purposes the Debtors are expected to recognize income, gain, loss, or deduction in the Credit Bid Transaction or upon abandonment, as applicable. The Credit Bid Purchaser would obtain a new cost basis in the assets acquired based on the fair market value of such assets on the Effective Date, but would not succeed to any tax attributes of the Debtors (such as NOLs, tax credits or tax basis in assets).

The Debtors expect that the Debtors' current year deductions, NOL carryforwards, and other tax attributes generally should be available to offset some or all of the tax gains or income that might be recognized. Depending on the value of the transferred assets, the timing of when such sales or transfers occur, and the availability of and any limitations on the Debtors' tax attributes for applicable federal (as well as state and local) income tax purposes, the Debtors may incur certain income tax liabilities relating to such transfers. This discussion assumes that asset sales described in this paragraph will be fully taxable for U.S. federal income tax purposes.

If, contrary to that assumption, the Credit Bid Transaction (or the 363 Credit Bid Transaction, if applicable) is not fully taxable for U.S. federal income tax purposes, the tax consequences of any such transactions to the Debtors (and holders of certain Claims) could be materially different than that described herein. Each U.S. Holder should consult its own tax advisor.

### **4. Potential Transfer of Assets to a Liquidating Trust**

Pursuant to the Plan, the Plan Administrator may, anytime on or after the Effective Date, transfer certain of Debtors' remaining assets to a Liquidating Trust (as defined below) on behalf of all or a portion of the respective claimants, holders of Existing Equity Interests, and/or other stakeholders, if the Plan Administrator determines that it is in the best interests of the Debtors and respective stakeholders. The transfer of assets by the Plan Administrator to a Liquidating Trust will be treated as a sale of the assets at fair market value, which may result in the recognition of gain or loss by the Debtors, depending in part on the value of such assets on the date of such transfer to the liquidating trust relative to the Debtors' tax basis in such assets. *See* Section VII.C, "Tax Treatment of a Liquidating Trust and Holders of Beneficial Interests" below for discussion.

## **B. Consequences to Holders of Certain Claims**

The following discussion applied to U.S. Holders of Allowed FLTL Claims, Allowed SLTL Claims, Allowed Unsecured Trade Claims, and Allowed General Unsecured Claims. For purposes of this discussion, a “U.S. Holder” is a beneficial owner of Allowed Claims or Existing Equity Interests that is: (1) an individual citizen or resident of the United States for U.S. federal income tax purposes; (2) a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created or organized under the laws of the United States, any state thereof, or the District of Columbia; (3) an estate the income of which is subject to U.S. federal income taxation regardless of the source of such income; or (4) a trust (A) if a court within the United States is able to exercise primary jurisdiction over the trust’s administration and one or more United States persons have authority to control all substantial decisions of the trust, or (B) that has a valid election in effect under applicable Treasury Regulations to be treated as a United States person.

If a partnership (or other entity treated as a partnership or other pass-through entity for U.S. federal income tax purposes) is a holder of a Claim, the tax treatment of a partner (or other beneficial owner) generally will depend upon the status of the partner (or other beneficial owner) and the activities of the partner (or other beneficial owner) and the entity. Partners (or other beneficial owners) of partnerships (or other pass-through entities) that are holders of Claims should consult their respective tax advisors regarding the U.S. federal income tax consequences of the Plan.

### **1. Taxable Exchange – Structure of Credit Bid Transaction**

This discussion assumes that, pursuant to the Credit Bid Transaction, the Debtors will receive all or a portion of the New Equity Interests, Subscription Rights, SLTL Warrants, GUC Warrants, and cash as consideration for the sale of the Credit Bid Acquired Interests in a taxable transaction for U.S. federal income tax purposes, and that the consideration received will then be distributed to holders of Claims in accordance with the Plan.

However, this is not the only manner in which the Credit Bid Transaction could be structured. For example, certain holders of Allowed FLTL Claims may instead transfer, in whole or in part, their Allowed Claims to the Credit Bid Purchaser in exchange for New Equity Interests and FLTL Subscription Rights, whereupon such Credit Bid Purchaser will then use such Allowed Claims together with the SLTL Subscription Rights, SLTL Warrants, GUC Warrants and cash (and any remaining New Equity Interests and FLTL Subscription Rights) to acquire the Credit Bid Acquired Interests, similarly in a taxable transaction for U.S. federal income tax purposes. The Debtors would then distribute the consideration so received in accordance with the Plan, including with respect to Allowed Claims that were not part of the consideration in the Credit Bid Transaction, also in a taxable transaction for U.S. federal income tax purposes. Accordingly, all holders of Allowed Claims should consult their respective tax advisors regarding the U.S. federal income tax consequences of the Plan to them.

In addition, a single share of reorganized FWE Parent common stock representing all of the outstanding equity of reorganized FWE Parent (the “**Single Share**”) and, in respect of which, any Residual Distributable Value will be distributable to holders of Allowed General Unsecured Claims. Accordingly, for U.S. federal income tax purposes, the holders of Allowed General



Unsecured Claims should be treated as receiving a direct ownership interest in the Single Share in addition to receiving the GUC Warrants.

Accordingly, the following discussion assumes that, pursuant to the Plan, the Debtors will distribute:

- (i) the New Equity Interests and FLTL Subscription Rights to holders of Allowed FLTL Claims in satisfaction and discharge of any of their Allowed Claims that are not transferred to the Credit Bid Purchaser as described above,
- (ii) SLTL Warrants and SLTL Subscription Rights to holders of Allowed SLTL Claims in satisfaction and discharge of their Allowed Claims,
- (iii) cash to holders of Allowed Unsecured Trade Claims in satisfaction and discharge of any of their Allowed Claims, and
- (iv) GUC Warrants and beneficial interests in the Single Share to holders of Allowed General Unsecured Claims in satisfaction and discharge of their Allowed Claims.

A U.S. Holder of an Allowed FLTL Claim, Allowed SLTL Claim, Allowed Unsecured Trade Claim, or Allowed General Unsecured Claim generally will recognize gain or loss in an amount equal to the difference, if any, between (i) the sum of the fair market value of any non-cash consideration and the amount of any cash received (other than to the extent received in respect of a Claim for accrued but unpaid interest and possibly accrued OID) and (ii) the U.S. Holder's adjusted tax basis in the Allowed Claim exchanged therefor (other than any tax basis attributable to accrued but unpaid interest and possibly accrued OID). *See* Section VII.B.3, "Character of Gain or Loss," below. The U.S. Holder will have ordinary interest income to the extent of any consideration allocable to accrued but unpaid interest or accrued OID not previously included in income. *See* Section VII.B.2, "Distributions in Discharge of Accrued Interest or OID," below.

In the event of the subsequent disallowance of any Disputed Unsecured Trade Claim or Disputed General Unsecured Claim, it is possible that a U.S. holder of a previously Allowed Claim in such Class may receive additional distributions in respect of its Claim as Disputed Claims are resolved, except to the extent of any portion of such distribution treated as an interest income under the imputed interest provisions of the Tax Code. As a result, it is possible that recognition of any loss realized by such U.S. Holder with respect to its Allowed Claim may be deferred until all Disputed Claims within such Class have been Allowed or Disallowed. Alternatively, it is possible that a U.S. Holder of a previously Allowed Claim will have additional gain. The discussion herein assumes that the installment method does not apply, either because the exchange is not eligible or because the U.S. Holder elects out of such treatment.

A U.S. Holder's tax basis in any New Equity Interests, Subscription Rights, SLTL Warrants, GUC Warrants and in any interest in the Single Share received will equal the fair market value of such interests at the time of receipt, and the U.S. Holder's holding period with respect thereto generally will begin on the day following the Effective Date (or, with respect to the GUC Warrants, the day following receipt thereof).



## 2. Distributions in Discharge of Accrued OID or Interest

In general, to the extent that any consideration received pursuant to the Plan by a U.S. Holder of an Allowed Claim is received in satisfaction of interest accrued or OID accrued, in each case during its holding period, such amount will be taxable to the U.S. Holder as interest income (if not previously included in the U.S. Holder's gross income). Conversely, a U.S. Holder may be entitled to recognize a loss to the extent any accrued interest or amortized OID was previously included in its gross income and is not paid in full. However, the IRS has privately ruled that a holder of a "security" of a corporate issuer, in an otherwise tax-free exchange, could not claim a current deduction with respect to any unpaid OID. Accordingly, it is also unclear whether, by analogy, a U.S. Holder of an Allowed Claim that does not constitute a "security" would be required to recognize a capital loss, rather than an ordinary loss, with respect to previously included OID that is not paid in full.

Section 6.12 of the Plan provides that the aggregate consideration to be distributed to U.S. Holders of Allowed Claims in each Class will be allocated first to the principal amount of such Allowed Claims, with any excess allocated to unpaid interest that accrued on these Claims, if any. There is no assurance that the IRS will respect such allocation for U.S. federal income tax purposes. Holders are urged to consult their tax advisors regarding the allocation of consideration received under the Plan, as well as the deductibility of accrued but unpaid interest (including OID) and the character of any loss claimed with respect to accrued but unpaid interest (including OID) previously included in income for U.S. federal income tax purposes.

## 3. Character of Gain or Loss

Where gain or loss is recognized by a U.S. Holder, the character of such gain or loss as long-term or short-term capital gain or loss or as ordinary income or loss will be determined by a number of factors, including the tax status of the holder, whether the Claim constitutes a capital asset in the hands of the holder and how long it has been held, whether the Claim was acquired at a market discount, and whether and to what extent the holder previously claimed a bad debt deduction.

A U.S. Holder that purchased its Claims from a prior holder at a "market discount" (relative to the principal amount of the Claims at the time of acquisition) may be subject to the market discount rules of the Tax Code. In general, a debt instrument is considered to have been acquired with "market discount" if the U.S. Holder's adjusted tax basis in the debt instrument is less than (i) its stated principal amount or (ii) in the case of a debt instrument issued with OID, its adjusted issue price, in each case, by at least a statutorily defined *de minimis* amount. Under these rules, any gain recognized on the exchange of Claims (other than in respect of a Claim for accrued but unpaid interest) generally will be treated as ordinary income to the extent of the market discount accrued (on a straight line basis or, at the election of the holder, on a constant yield basis) during the U.S. Holder's period of ownership, unless the holder elected to include the market discount in income as it accrued. If a U.S. Holder of a Claim did not elect to include market discount in income as it accrued and, thus, under the market discount rules, was required to defer all or a portion of any deductions for interest on debt incurred or maintained to purchase or carry its Claim, such deferred amounts would become deductible at the time of the receipt of cash and other consideration in satisfaction of such Claims.

#### **4. Disposition of New Equity Interests**

The U.S. federal income tax treatment of the New Equity Interests depends on, among others, the U.S. federal income tax classification of NewCo and the Credit Bid Purchaser and the terms and structure of the transaction in which a U.S. Holder acquires such Interests. In general, unless a nonrecognition provision applies to a future disposition, U.S. Holders will recognize capital gain or loss upon the sale or exchange of the New Equity Interests in an amount equal to the difference between (i) the holder's adjusted tax basis in the New Equity Interests held and (ii) the sum of the cash and the fair market value of any property received from such disposition. However, if NewCo and the Credit Bid Purchaser are classified as a partnership or other passthrough entity for U.S. federal income tax purposes, all or a portion of such gain may be taxable as ordinary income. Any such capital gain or loss generally should be long-term capital gain or loss if the U.S. Holder's holding period for its New Equity Interests is more than one year at that time. A reduced tax rate on long-term capital gain may apply to non-corporate U.S. Holders. The deductibility of capital loss is subject to significant limitations. All holders are urged to consult their tax advisors regarding the tax treatment of the New Equity Interests.

#### **5. Exercise and Disposition of the SLTL Warrants and GUC Warrants**

A U.S. holder of an SLTL Warrant or GUC Warrant generally will not recognize gain or loss upon the exercise of such warrant. A U.S. holder's tax basis in New Equity Interests received upon exercise of an SLTL Warrant or GUC Warrant will be equal to the sum of the holder's tax basis in the SLTL Warrant or GUC Warrant, as applicable, and the exercise price. The holder will commence a new holding period with respect to the New Equity Interests received.

If the terms of the SLTL Warrant or GUC Warrant provide for any adjustment to the number of shares of New Equity Interests for which the SLTL Warrant or GUC Warrant may be exercised or to the exercise price of the SLTL Warrant or GUC Warrant, such adjustment may, under certain circumstances, result in constructive distributions that could be taxable to the holder of the SLTL Warrant or GUC Warrant. Conversely, the absence of an appropriate adjustment may result in a constructive distribution that could be taxable to the U.S. holders of the New Equity Interests.

Upon the lapse or disposition of an SLTL Warrant or GUC Warrant, the U.S. holder generally would recognize gain or loss equal to the difference between the amount received (zero in the case of a lapse) and its tax basis in the warrant. In general, such gain or loss would be a capital gain or loss, long-term or short-term, depending on whether the requisite holding period was satisfied.

#### **6. Disposition of Interests in the Single Share**

In general, unless a nonrecognition provision applies to a future disposition, U.S. Holders of an interest in the Single Share will generally recognize capital gain or loss upon the sale or exchange of their interest in the Single Share received in satisfaction of their Claims in an amount equal to the difference between (i) the holder's adjusted tax basis in its interest in the Single Share held and (ii) the sum of the cash and the fair market value of any property received from such disposition. Any such capital gain or loss generally should be long-term capital gain or loss if the U.S. Holder's holding period for its interest in the Single Share is more than one year at that time.

A reduced tax rate on long-term capital gain may apply to non-corporate U.S. Holders. The deductibility of capital loss is subject to significant limitations.

However, any gain recognized by a U.S. Holder upon a disposition of its interest in the Single Share received in exchange for its Claims (or any stock or property received for such interest in the Single Share in a later tax-free exchange) generally will be treated as ordinary income for U.S. federal income tax purposes to the extent of (i) any ordinary loss deductions previously claimed as a result of the write-down of the Claim, decreased by any income (other than interest income) recognized by the U.S. Holder upon exchange of the Claim, and (ii) with respect to a cash-basis U.S. Holder and in addition to clause (i) above, any amounts which would have been included in its gross income if the holder's Claim had been satisfied in full but which was not included by reason of the cash method of accounting.

## **7. Tax Treatment of Subscription Rights**

The characterization of the Subscription Rights and their subsequent exercise for U.S. federal income tax purposes as the exercise of options to acquire New Equity Interests is uncertain given that the Subscription Rights must be exercised prior to the Effective Date, and the receipt and exercise of the Subscription Rights pursuant to the Plan could be viewed as an integrated transaction pursuant to which part of the underlying New Equity Interests are treated as acquired directly in satisfaction of a holder's Allowed FLTL Claims or Allowed SLTL Claims and part are treated as acquired for cash. Unless otherwise indicated, the discussion herein assumes that the Subscription Rights are respected as options to acquire New Equity Interests (including the discussion above regarding the calculation of gain or loss).

Regardless of the characterization of the Subscription Rights, a holder of Subscription Rights generally would not recognize any gain or loss upon the exercise of such Subscription Rights. A holder's aggregate tax basis in the New Equity Interests received upon exercise of a Subscription Right should be equal to the sum of (i) the amount paid upon exercise of the Subscription Rights and (ii) the holder's tax basis in the Subscription Rights.

A holder's holding period in the New Equity Interests received upon exercise of a Subscription Right generally should commence the day following the exercise of the Subscription Right.

It is uncertain whether a holder that receives but does not exercise a Subscription Right should be treated as receiving anything of additional value in respect of its Allowed FLTL Claim or Allowed SLTL Claim, as applicable. If the Subscription Rights are respected for U.S. federal income tax purposes as options to acquire New Equity Interests, and a holder is treated as having received a Subscription Right of value (despite its subsequent lapse), such that it obtains a tax basis in the Subscription Right, upon such lapse of the Subscription Right the holder generally would recognize a loss to the extent of the holder's tax basis in the Subscription Right. In general, such loss would be a capital loss, long-term or short-term, depending upon whether the requisite holding period was satisfied.

### **C. Tax Treatment of a Liquidating Trust and Holders of Beneficial Interests**

#### **1. Classification of Liquidating Trust**

The Plan Administrator may determine, in its discretion and from time to time, that in order to carry out and implement the provisions of the Plan certain assets should be transferred to a liquidating trust for the benefit of one or more classes of stakeholders. In such event, it is intended that the liquidating trust will be structured to qualify as a “liquidating trust” for U.S. federal income tax purposes (a “Liquidating Trust”), and the following discussion so assumes.

In general, a Liquidating Trust is not a separate taxable entity but rather is treated for U.S. federal income tax purposes as a “grantor trust” (*i.e.*, a pass-through entity). The IRS, in Revenue Procedure 94-45, 1994-2 C.B. 684, set forth the general criteria for obtaining an IRS ruling as to the grantor trust status of a liquidating trust under a chapter 11 plan. Any Liquidating Trust will be structured with the intention of complying with such general criteria. Pursuant to the Plan, and in conformity with Revenue Procedure 94-45, all parties to the Liquidating Trust (including, without limitation, the Debtors, stakeholders receiving interests in the Liquidating Trust, and the trustee of the Liquidating Trust) will be required to treat the transfer of the underlying assets to the Liquidating Trust as (1) a transfer of such assets (subject to any obligations relating to those assets) directly to the stakeholders receiving interests in the Liquidating Trust (other than to the extent any of the assets are allocable to Disputed Claims), followed by (2) the transfer of such assets by such stakeholders to the Liquidating Trust in exchange for interests in the Liquidating Trust. Accordingly, except in the event of contrary definitive guidance, stakeholders receiving interests in the Liquidating Trust would be treated for U.S. federal income tax purposes as the grantors and owners of their respective shares of the underlying assets of the Liquidating Trust (other than such assets as are allocable to Disputed Claims).

Although this discussion assumes that any Liquidating Trust will be treated as a “liquidating trust” for U.S. federal income tax purposes, no ruling will be requested from the IRS concerning the tax status of the Liquidating Trust as a grantor trust. Accordingly, there can be no assurance that the IRS will not take a contrary position to the classification of the Liquidating Trust as a grantor trust. If the IRS were to successfully challenge such classification, the U.S. federal income tax consequences to the Liquidating Trust and the U.S. Holders receiving interests in the Liquidating Trust could vary from those discussed herein.

#### **2. General Tax Reporting by Liquidating Trust and its Beneficiaries**

For all U.S. federal income tax purposes, all parties to the Liquidating Trust (including, without limitation, the Debtors, stakeholders receiving interests in the Liquidating Trust, and the trustee of the Liquidating Trust) must treat the Liquidating Trust as a grantor trust of which the holders of beneficial interests in the Liquidating Trust (as determined for U.S. federal income tax purposes) are the owners and grantors, and such holders as the direct owners of an undivided interest in the underlying assets of the Liquidating Trust (other than any assets allocable to Disputed Claims), consistent with their economic interests therein. The trustee of the Liquidating Trust will file tax returns for the Liquidating Trust treating the Liquidating Trust as a grantor trust pursuant to Treasury Regulations Section 1.671-4(a). The trustee of the Liquidating Trust also will annually send to each holder of a beneficial interest in the Liquidating Trust a separate statement regarding the receipts and expenditures of the Liquidating Trust as relevant for U.S.

federal income tax purposes and will instruct all such holders to use such information in preparing their U.S. federal income tax returns or to forward the appropriate information to such holder's underlying beneficial holders with instructions to utilize such information in preparing their U.S. federal income tax returns.

All taxable income and loss of the Liquidating Trust will be allocated among, and treated as directly earned and incurred by, holders of beneficial interests in the Liquidating Trust with respect to such holder's undivided interest in the underlying assets of the Liquidating Trust (and not as income or loss with respect to its prior Claims), with the possible exception of any taxable income and loss allocable to any assets allocable to, or retained on account of, Disputed Claims. The character of any income and the character and ability to use any loss will depend on the particular situation of the holder of Claims receiving interests in the liquidating trust.

As soon as reasonably practicable after the transfer of the assets to the Liquidating Trust, the trustee of the Liquidating Trust will make a good faith valuation of such assets. All parties to the Liquidating Trust (including, without limitation, the Debtors, holders of Claims receiving interests in the liquidating trust, and the trustee of the liquidating trust) must report consistently with such valuation for all U.S. federal income tax purposes. The valuation will be made available, from time to time, as relevant for tax reporting purposes.

The U.S. federal income tax obligations of a U.S. Holder with respect to its beneficial interests in the Liquidating Trust are not dependent on the Liquidating Trust distributing any cash or other proceeds, subject to any portion(s) of the Liquidating Trust allocable to Disputed Claims. Thus, a U.S. Holder of Allowed Claims receiving interests in the Liquidating Trust may incur a U.S. federal income tax liability with respect to its allocable share of the Liquidating Trust's income even if the Liquidating Trust does not make a concurrent distribution to the U.S. Holder. In general, other than in respect of cash retained on account of Disputed Claims, a distribution of cash by the Liquidating Trust will not be separately taxable to a beneficial owner of the Liquidating Trust since the beneficial owner is already regarded for U.S. federal income tax purposes as owning the underlying assets (and was taxed at the time the cash was earned or received by the Liquidating Trust). U.S. Holders are urged to consult their tax advisors regarding the appropriate U.S. federal income tax treatment of any subsequent distributions of cash originally retained by the Liquidating Trust on account of Disputed Claims.

The trustee of the Liquidating Trust will comply with all applicable governmental withholding requirements. If any beneficiaries of the Liquidating Trust are not U.S. persons, the trustee of the Liquidating Trust may be required to withhold up to 30% of the income or proceeds allocable to such persons, depending on the circumstances (including whether the type of income is subject to a lower rate under applicable income tax treaty). As indicated above, the foregoing discussion of the U.S. federal income tax consequences of the Plan does not generally address the consequences to non-U.S. Holders; accordingly, such holders should consult their tax advisors with respect to the U.S. federal income tax consequences of the Plan, including owning an interest in the Liquidating Trust.

#### **D. Information Reporting and Back-Up Withholding**

All distributions to holders of Allowed Claims under the Plan are subject to any applicable tax withholding. Under U.S. federal income tax law, interest, dividends, and other reportable



payments may, under certain circumstances, be subject to “backup withholding” at the then applicable withholding rate (currently 24%). Backup withholding generally applies if the holder (a) fails to furnish its social security number or other taxpayer identification number, (b) furnishes an incorrect taxpayer identification number, (c) fails to properly report interest or dividends, or (d) under certain circumstances, fails to provide a certified statement, signed under penalty of perjury, that the tax identification number provided is its correct number and that it is not subject to backup withholding. Backup withholding is not an additional tax but merely an advance payment, which may be refunded to the extent it results in an overpayment of tax. Certain persons are exempt from backup withholding, including, in certain circumstances, corporations and financial institutions. Holders of Allowed Claims are urged to consult their tax advisors regarding the Treasury Regulations governing backup withholding and whether the transactions contemplated by the Plan would be subject to these Treasury Regulations.

In addition, Treasury Regulations generally require disclosure by a taxpayer on its U.S. federal income tax return of certain types of transactions in which the taxpayer participated, including, among other types of transactions, certain transactions that result in the taxpayer’s claiming a loss in excess of specified thresholds. Holders are urged to consult their tax advisors regarding these Treasury Regulations and whether the transactions contemplated by the Plan would be subject to these Treasury Regulations and require disclosure on the holder’s tax returns.

THE FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN ARE COMPLEX. THE FOREGOING SUMMARY DOES NOT DISCUSS ALL ASPECTS OF FEDERAL INCOME TAXATION THAT MAY BE RELEVANT TO A PARTICULAR HOLDER IN LIGHT OF SUCH HOLDER’S CIRCUMSTANCES AND INCOME TAX SITUATION. ALL HOLDERS OF CLAIMS SHOULD CONSULT WITH THEIR TAX ADVISORS AS TO THE PARTICULAR TAX CONSEQUENCES TO THEM OF THE TRANSACTIONS CONTEMPLATED BY THE PLAN, INCLUDING THE APPLICABILITY AND EFFECT OF ANY STATE, LOCAL, OR FOREIGN TAX LAWS, AND OF ANY CHANGE IN APPLICABLE TAX LAWS.

## **IX.**

### **CERTAIN RISK FACTORS TO BE CONSIDERED**

Before voting to accept or reject the Plan, holders of Claims should read and carefully consider the risk factors set forth below, in addition to the information set forth in the Disclosure Statement together with any attachments, exhibits, or documents incorporated by reference hereto. The factors below should not be regarded as the only risks associated with the Plan or its implementation.

#### **A. Certain Bankruptcy Law Considerations**

##### **1. Risk of Termination of RSA**

The RSA contains certain provisions that give the parties the ability to terminate the RSA under various conditions. As noted above, termination of the RSA could result in loss of support for the Plan by important creditor constituencies. Any loss of support could adversely affect the Debtors’ ability to confirm and consummate the Plan and could result in protracted Chapter 11



Cases, which could significantly and detrimentally impact the Company's relationships with regulators, vendors, suppliers, employees, and customers. If the RSA is terminated, each vote or any consent given by any of the Consenting FLTL Lenders, the Consenting SLTL Lenders and Apache before such termination will be deemed null and void *ab initio*.

## **2. Risk of Non-Confirmation of the Plan**

Although the Debtors believe that the Plan will satisfy all requirements necessary for confirmation by the Bankruptcy Court, there can be no assurance that the Bankruptcy Court will reach the same conclusion or that modifications to the Plan will not be required for confirmation or that such modifications would not necessitate re-solicitation of votes. Further, a number of parties, primarily certain Predecessors and sureties, have asserted that the Plan will not satisfy all requirements for confirmation, including assertions that the Debtors cannot abandon the Abandoned Properties as proposed and the Debtors cannot satisfy all administrative expense claims in full. The Debtors disagree with such assertions.

Moreover, the Debtors can make no assurances that they will receive the requisite votes for acceptance to confirm the Plan. Even if all Voting Classes vote in favor of the Plan or the requirements for "cramdown" are met with respect to any Class that rejected the Plan, the Bankruptcy Court could decline to confirm the Plan if it finds that any of the statutory requirements for confirmation are not met. If the Plan is not confirmed, it is unclear what distributions holders of Claims ultimately would receive with respect to their Claims in a subsequent chapter 11 plan.

## **3. Risk of Non-Consensual Confirmation and Conversion into Chapter 7 Cases**

If any impaired class of claims or equity interests does not accept or is deemed not to accept a plan, a bankruptcy court may nevertheless confirm such plan at the proponent's request if at least one impaired class has voted to accept the plan (with such acceptance being determined without including the vote of any "insider" in such class), and as to each impaired class that has not accepted the plan, the bankruptcy court determines that the plan "does not discriminate unfairly" and is "fair and equitable" with respect to the dissenting impaired classes. If any Class votes to reject the Plan, then these requirements must be satisfied with respect to such rejecting Classes. The Debtors believe that the Plan satisfies these requirements.

If no plan can be confirmed, or if the Bankruptcy Court otherwise finds that it would be in the best interest of holders of Claims, the Chapter 11 Cases may be converted to cases under chapter 7 of the Bankruptcy Code, pursuant to which a trustee would be appointed or elected to liquidate the Debtors' assets for distribution in accordance with the priorities established by the Bankruptcy Code. *See* Section C hereof, as well as the Liquidation Analysis attached hereto as **Exhibit L** (the "**Liquidation Analysis**"), for a discussion of the effects that a chapter 7 liquidation would have on the recoveries of holders of Claims and Interests.

## **4. Risk of Non-Occurrence of the Effective Date**

Although the Debtors believe that the Effective Date will occur soon after the Confirmation Date and that there is not a material risk that the Debtors will not be able to obtain all necessary governmental approvals (including any regulatory approval from BOEM and BSEE, and, if applicable, antitrust approval), there can be no assurance as to the timing of the Effective Date.

Certain transactions contemplated under the Plan may require a review under the Hart-Scott-Rodino Antitrust Improvements Act. If the conditions precedent to the Effective Date set forth in the Plan have not occurred or have not been waived as set forth in Article IX of the Plan, then the Confirmation Order may be vacated, in which event no distributions would be made under the Plan, none of the transactions set forth in Article V of the Plan shall have been consummated, the Debtors and all holders of Claims or Interests would be restored to the status quo as of the day immediately preceding the Confirmation Date, and the Debtors' obligations with respect to Claims and Interests would remain unchanged.

## **5. Risks Related to Possible Objections to the Plan**

There is a risk that certain parties could oppose and object to either the entirety of the Plan or specific provisions of the Plan. Although the Debtors believe that the Plan complies with all relevant provisions of the Bankruptcy Code and other applicable law, there can be no guarantee that a party in interest will not file an objection to the Plan or that the Bankruptcy Court will not sustain such an objection. As of the date hereof, the Debtors have received multiple objections to the Plan. The objections assert, among other things, that the Debtors cannot abandon certain estate property. *See, e.g.* objection filed by XTO Offshore, Inc., HHE Energy Company, and XH LLC [Docket No. 759]. While the Debtors believe that they will overcome any objections challenging the Debtors' ability to abandon certain properties, including XTO's objection, the Debtors cannot predict with certainty how such objections will be resolved.

## **6. Parties in Interest May Object to Plan's Classification of Claims and Interests**

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an equity interest in a particular class only if such claim or equity interest is substantially similar to the other claims or equity interests in such class. The Debtors believe that the classification of the Claims and Interests under the Plan complies with the requirements set forth in the Bankruptcy Code because the Debtors created Classes of Claims and Interests each encompassing Claims or Interests, as applicable, that are substantially similar to the other Claims or Interests, as applicable, in each such Class. Nevertheless, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

## **7. Conditions to Credit Bid Transaction May Not Be Satisfied**

The closing of the Credit Bid Transaction in connection with consummation of the Plan remains contingent on a number of conditions set forth in the Credit Bid Purchase Agreement. There is a risk that one or more of these conditions may not be met, thus preventing consummation of the Credit Bid Transaction.

## **8. Releases, Injunctions, and Exculpations Provisions May Not Be Approved**

Article X of the Plan provides for certain releases, injunctions, and exculpations, for Claims and Causes of Action that may otherwise be asserted against the Debtors, the Post-Effective Date Debtors, the Exculpated Parties, the Released Parties, or Apache, as applicable. The releases, injunctions, and exculpations provided in the Plan are subject to objection by parties in interest and may not be approved. If the releases and exculpations are not approved, certain parties may

not be considered Releasing Parties, Released Parties, or Exculpated Parties, and certain Released Parties or Exculpated Parties may withdraw their support for the Plan.

**B. Additional Factors Affecting the Value of NewCo and its Subsidiaries**

**1. Projections and Other Forward-Looking Statements Are Not Assured, and Actual Results May Vary**

Certain of the information contained herein or in a supplement to this Disclosure Statement is, by nature, forward-looking and contains estimates and assumptions, which might ultimately prove to be incorrect, and projections, which may be materially different from actual future experiences. Many of the assumptions underlying the projections are subject to significant uncertainties that are beyond the control of the Credit Bid Purchaser, including the timing, confirmation, and consummation of the Plan, customer demand for the Credit Bid Purchaser's oil and gas or services, inflation, and other unanticipated market and economic conditions. There are uncertainties associated with any projections and estimates, and they should not be considered assurances. Some assumptions may not materialize, and unanticipated events and circumstances may affect the actual results. Projections are inherently subject to substantial and numerous uncertainties and to a wide variety of significant business, economic, and competitive risks, and the assumptions underlying the projections may be inaccurate in material respects. In addition, unanticipated events and circumstances occurring after the approval of the Disclosure Statement by the Bankruptcy Court, including any natural disasters, terrorist attacks, or health epidemics, may affect the actual financial results achieved. Such results may vary significantly from the forecasts and such variations may be material.

**2. Risks Associated with the Debtors' Business and Industry**

The risks associated with the Debtors' business and industry include, but are not limited to, the following:

- risk and uncertainties relating to the effects of disruption from the Chapter 11 Cases making it more difficult to maintain business and operational relationships, to retain key executives and to maintain various licenses and approvals necessary for NewCo and its subsidiaries (including the Credit Bid Purchaser) and FWE I to conduct their businesses;
- risk and uncertainties relating to the ability to complete definitive documentation in connection with any financing and the amount, terms and conditions of any such financing;
- risk and uncertainties relating to the Debtors' ability to obtain requisite support for the Plan from various stakeholders; the Debtors' ability to confirm and consummate the Plan;
- risk and uncertainties relating to NewCo's and its subsidiaries' (including the Credit Bid Purchaser), FWE I's, and FWE III's ability to satisfy all of their obligations under the Plan;

- risk and uncertainties relating to events outside of the Debtors' control, including an epidemic or outbreak of an infectious disease, such as the novel coronavirus (COVID-19), and the potential effects on operations and/or on domestic and international demand for crude oil and natural gas, delays, supply chain disruptions, travel restrictions, and other events resulting therefrom that may impact the oil and gas industry;
- social unrest and political instability, particularly in major oil and natural gas producing regions outside the United States, such as the Middle East, and armed conflict or terrorist attacks, whether or not in oil or natural gas producing regions;
- the volatility and potential for sustained low oil and natural gas prices;
- the supply and demand for oil and natural gas and potential risks relating to agreements and negotiations among members of the Organization of the Petroleum Exporting Countries;
- technological advances affecting energy consumption;
- the development and exploitation of alternative fuels and unconventional hydrocarbon production, including shale;
- changes in commodity prices and basis differentials for oil and natural gas;
- the ability to meet production volume targets;
- the uncertainty of estimating proved reserves and unproved resources;
- the ability to develop proved undeveloped reserves;
- the future level of operating and capital costs;
- the ability to obtain necessary governmental approvals for proposed exploration and production projects and to successfully construct and operate such projects;
- actions by credit ratings agencies, including potential downgrades;
- credit and performance risk of lenders, trading counterparties, customers, vendors, suppliers and third party operators;
- general economic and weather conditions in geographic regions or markets served, or where operations are located, including the risk of a global recession and negative impact on demand for oil and/or natural gas;
- the uncertainties associated with governmental regulation, including any potential changes in federal and state tax laws and regulations; and
- competition.

**C. Factors Relating to New Equity Interests to Be Issued under Plan**

**1. Market for Equity of NewCo**

There is currently no market for the New Equity Interests of NewCo, and there can be no assurance as to the development or liquidity of any market for any such New Equity Interests.

NewCo is under no obligation to list the New Equity Interests on any national securities exchange. Therefore, there can be no assurance that any of the foregoing New Equity Interests will be tradable or liquid at any time after the Effective Date. If a trading market does not develop or is not maintained, holders of the foregoing securities may experience difficulty in reselling such securities or may be unable to sell them at all. Even if such a market were to exist, such New Equity Interests could trade at prices higher or lower than the estimated value set forth in the Disclosure Statement depending upon many factors including prevailing interest rates, markets for similar securities, industry conditions, and the performance of, and investor expectations for NewCo. Accordingly, holders of these securities may bear certain risks associated with holding securities for an indefinite period of time.

**2. Potential Dilution**

The ownership percentage represented by the New Equity Interests of NewCo distributed on the Effective Date under the Plan, will be subject to dilution from the Second Lien Backstop Commitment Premium Equity Interests, the New Equity Interests issued upon exercise of the Subscription Rights and the New Equity Interests issued upon the exercise of the New Money Warrants, the SLTL Warrants, or the GUC Warrants, New Equity Interests issued pursuant to the Management Incentive Plan Management Incentive Program, any other shares that may be issued in connection with the Plan or post-emergence, and the conversion of any options, warrants, convertible securities, exercisable securities, or other securities that may be issued post-emergence.

**3. Significant Holders**

Certain holders of Prepetition Claims are expected to acquire a significant ownership interest in NewCo pursuant to the Plan. Such holders, if their decisions are aligned, may be in a position to control the outcome of all actions requiring stockholder approval, including the election of directors, without the approval of other stockholders. This concentration of ownership could also facilitate or hinder a negotiated change of control of NewCo and, consequently, have an impact upon the value of the New Equity Interests of NewCo.

**4. New Equity Interests Subordinated to NewCo's Indebtedness**

In any subsequent liquidation, dissolution, or winding up of NewCo, the New Equity Interests would rank below all debt claims against NewCo. As a result, holders of the New Equity Interests will not be entitled to receive any payment or other distribution of assets upon the liquidation, dissolution, or winding up of NewCo until after all NewCo's obligations to their debt holders have been satisfied.

**5. Valuation of NewCo Not Intended to Represent Trading Value of New Equity Interests of NewCo**

The valuation of NewCo is not intended to represent the trading value of equity in public or private markets and is subject to additional uncertainties and contingencies, all of which are difficult to predict. Actual market prices of such New Equity Interests at issuance will depend upon, among other things: (i) prevailing interest rates; (ii) conditions in the financial markets; (iii) the anticipated initial securities holdings of prepetition creditors, some of whom may prefer to liquidate their investment rather than hold it on a long-term basis; and (iv) other factors that generally influence the prices of the New Equity Interests. The actual market price of the New Equity Interests is likely to be volatile. Many factors, including factors unrelated to the Credit Bid Purchaser's actual operating performance and other factors not possible to predict, could cause the market price of equity to rise and fall. Accordingly, the value, stated herein and in the Plan, of the securities to be issued does not necessarily reflect, and should not be construed as reflecting, values that will be attained for the New Equity Interests in the public or private markets.

**6. No Intention to Pay Dividends**

NewCo may not pay any dividends on the New Equity Interests and may instead retain any future cash flows for debt reduction and to support its operations. As a result, the success of an investment in the New Equity Interests may depend entirely upon any future appreciation in the value of the New Equity Interests. There is, however, no guarantee that the New Equity Interests will appreciate in value or even maintain their initial value.

**D. Factors Relating to Second Lien Backstop Commitment Letter**

**1. Bankruptcy Court Might Not Approve Second Lien Backstop Commitment Letter**

The Bankruptcy Court's approval of the Second Lien Backstop Commitment Letter is crucial to consummating the restructuring contemplated by the Plan. Failure to obtain the Bankruptcy Court's approval of the Second Lien Backstop Commitment Letter could prevent the Debtors from consummating the Plan and the transactions contemplated thereby.

**E. Risks Related to Equity Rights Offerings and ERO Backstop Agreements**

**1. Bankruptcy Court Might Not Approve FLTL Equity Rights Offering Procedures or SLTL Equity Rights Offering Procedures**

The Bankruptcy Court's approval of the FLTL Equity Rights Offering Procedures and SLTL Equity Rights Offering Procedures is crucial to consummating the restructuring contemplated by the Plan. Failure to obtain the Bankruptcy Court's approval of the FLTL Equity Rights Offering Procedures or the SLTL Equity Rights Offering Procedures could prevent the Debtors from consummating the Plan and the transactions contemplated thereby.

**2. Debtors May Not Secure ERO Backstop Agreements**

Although the Debtors expect to secure a commitment to fully backstop the \$40 million Equity Rights Offerings and obtain Bankruptcy Court approval of the ERO Backstop Agreements,



the Debtors have not yet finalized the terms of the ERO Backstop Agreements and cannot guarantee that such agreement commitment will be secured and approved by the Bankruptcy Court. Failure to secure such commitment and obtain Bankruptcy Court approval of the ERO Backstop Agreements could prevent the Debtors from consummating the Plan and the transactions contemplated thereby.

**F. Risks Related to Recoveries for Holders of General Unsecured Claims Under the Plan**

**1. Allowed General Unsecured Claims Could be More than Projected**

The estimate of Allowed General Unsecured Claims and recoveries for Holders of Allowed General Unsecured Claims set forth in the Disclosure Statement are based on various assumptions. Should one or more of the underlying assumptions ultimately prove to be incorrect, the actual amounts of Allowed General Unsecured Claims may significantly vary from the estimated amounts contained in the Disclosure Statement. Such difference may materially and adversely affect, among other things, the recoveries to Holders of Allowed General Unsecured Claims under the Plan.

**2. Residual Distributable Value of the Single Share of Post-Effective Date FWE Parent**

Although the Debtors will endeavor to value the residual distributable value of the Single Share of the Post-Effective Date FWE Parent held for the benefit of the holders of Allowed General Unsecured Claims (which will be included as a supplement to this Disclosure Statement), there can be no certainty that such estimated value will materialize into any distributions to holders of Allowed General Unsecured Claims.

The residual distributable value of the Single Share of the Post-Effective Date FWE Parent will necessarily be affected by, among other things: (i) recoveries generated in connection with the operation of the remaining assets of the Post-Effective Date Debtors and FWE I; (ii) the outcome of objections to Claims; and (iii) the cost and expenses of such actions and generally administering the Post-Effective Date Debtors and FWE I.

**G. Additional Factors**

**1. Debtors Could Withdraw Plan**

The Plan may be revoked or withdrawn before the Confirmation Date by the Debtors.

**2. Debtors Have No Duty to Update**

The statements contained in the Disclosure Statement are made by the Debtors as of the date hereof, unless otherwise specified herein, and the delivery of the Disclosure Statement after that date does not imply that there has been no change in the information set forth herein since that date. The Debtors have no duty to update the Disclosure Statement unless otherwise ordered to do so by the Bankruptcy Court.

### **3. No Representations Outside the Disclosure Statement Are Authorized**

No representations concerning or related to the Debtors, the Chapter 11 Cases, or the Plan are authorized by the Bankruptcy Court or the Bankruptcy Code, other than as set forth in the Disclosure Statement.

Any representations or inducements made to secure your vote for acceptance or rejection of the Plan that are other than those contained in, or included with, the Disclosure Statement should not be relied upon in making the decision to vote to accept or reject the Plan.

### **4. No Legal or Tax Advice Is Provided by the Disclosure Statement**

The contents of the Disclosure Statement should not be construed as legal, business, or tax advice. Each holder of a Claim or Interest should consult their own legal counsel and accountant as to legal, tax, and other matters concerning their Claim or Interest.

The Disclosure Statement is not legal advice to you. The Disclosure Statement may not be relied upon for any purpose other than to determine how to vote on the Plan or object to confirmation of the Plan.

### **5. No Admission Made**

Nothing contained herein or in the Plan will constitute an admission of, or will be deemed evidence of, the tax or other legal effects of the Plan on the Debtors or holders of Claims or Interests.

### **6. Certain Tax Consequences**

For a discussion of certain tax considerations to the Debtors and certain holders of Claims in connection with the implementation of the Plan, see Article VIII thereof.

## **X.**

### **VOTING PROCEDURES AND REQUIREMENTS**

Before voting to accept or reject the Plan, each holder of a claim or interest in a Voting Class as of the Record Date (an “**Eligible Holder**”) should carefully review the Plan attached hereto as **Exhibit A**. All descriptions of the Plan set forth in the Disclosure Statement are subject to the terms and conditions of the Plan.

#### **A. Voting Deadline**

All Eligible Holders have been sent a Ballot together with the Disclosure Statement. Such holders should read the Ballot carefully and follow the instructions contained therein. Please use only the Ballot that accompanies the Disclosure Statement to cast your vote.

The Debtors have engaged Prime Clerk LLC as their Voting Agent to assist in the transmission of voting materials and in the tabulation of votes with respect to the Plan. **FOR YOUR VOTE TO BE COUNTED, YOUR VOTE MUST BE RECEIVED BY THE VOTING**

**AGENT ON OR BEFORE THE VOTING DEADLINE OF 4:00 P.M. (PREVAILING CENTRAL TIME) ON APRIL 26, 2021, UNLESS EXTENDED BY THE DEBTORS.**

IF A BALLOT IS DAMAGED OR LOST, YOU MAY CONTACT THE VOTING AGENT AT THE NUMBER SET FORTH BELOW TO RECEIVE A REPLACEMENT BALLOT. ANY BALLOT THAT IS EXECUTED AND RETURNED BUT WHICH DOES NOT INDICATE A VOTE FOR ACCEPTANCE OR REJECTION OF THE PLAN WILL NOT BE COUNTED.

IF YOU HAVE ANY QUESTIONS CONCERNING VOTING PROCEDURES, YOU MAY CONTACT THE VOTING AGENT AT:

**Prime Clerk LLC**  
**Telephone: (855) 631-5346 (toll free from U.S. or Canada)**  
**or +1 (917) 460-0913 (international)**  
**E-mail: fieldwoodballots@primeclerk.com (with “Fieldwood” in the subject line)**

Additional copies of the Disclosure Statement are available upon request made to the Voting Agent, at the telephone numbers or e-mail address set forth immediately above.

**B. Voting Procedures**

The Debtors are providing copies of the Disclosure Statement (including all exhibits and appendices), related materials, and a Ballot (collectively, a “**Solicitation Package**”) to record holders in the Voting Classes.

Eligible Holders in the Voting Classes should provide all of the information requested by the Ballot, and should (a) complete and return all Ballots received in the enclosed, self-addressed, postage-paid envelope provided with each such Ballot to the Voting Agent or (b) submit a Ballot electronically via the E-Ballot voting platform on Prime Clerk’s website by visiting <https://cases.primeclerk.com/FieldwoodEnergy>, clicking on the “Submit E-Ballot” link, and following the instructions set forth on the website.

**HOLDERS ARE STRONGLY ENCOURAGED TO SUBMIT THEIR BALLOTS VIA THE E-BALLOT PLATFORM.**

**C. Parties Entitled to Vote**

Under the Bankruptcy Code, only holders of claims or interests in “impaired” classes are entitled to vote on a plan. Under section 1124 of the Bankruptcy Code, a class of claims or interests is deemed to be “impaired” under a plan unless: (1) the plan leaves unaltered the legal, equitable, and contractual rights to which such claim or interest entitles the holder thereof; or (2) notwithstanding any legal right to an accelerated payment of such claim or interest, the plan cures all existing defaults (other than defaults resulting from the occurrence of events of bankruptcy) and reinstates the maturity of such claim or interest as it existed before the default.

If, however, the holder of an impaired claim or interest will not receive or retain any distribution under the plan on account of such claim or interest, the Bankruptcy Code deems such holder to have rejected the plan, and, accordingly, holders of such claims and interests do not

actually vote on the plan. If a claim or interest is not impaired by the plan, the Bankruptcy Code deems the holder of such claim or interest to have accepted the plan and, accordingly, holders of such claims and interests are not entitled to vote on the plan.

A vote may be disregarded if the Bankruptcy Court determines, pursuant to section 1126(e) of the Bankruptcy Code, that it was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code.

The Bankruptcy Code defines “acceptance” of a plan by a class of: (1) Claims as acceptance by creditors in that class that hold at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the Claims that cast ballots for acceptance or rejection of the plan; and (2) Interests as acceptance by interest holders in that class that hold at least two-thirds (2/3) in amount of the Interests that cast ballots for acceptance or rejection of the plan.

The Claims in the following classes are impaired under the Plan and entitled to vote to accept or reject the Plan:

- Class 1 — Other Secured Claims
- Class 3 — FLFO Claims
- Class 4 — FLTL Claims
- Class 5 — SLTL Claims
- Class 6A — Unsecured Trade Claims
- Class 6B — General Unsecured Claims

An Eligible Holder should vote on the Plan by completing a Ballot in accordance with the instructions therein and as set forth above. Trade Creditors may elect to have their Claims treated as Unsecured Trade Claims by indicating such election on the Ballot.

All Ballots must be signed by the Eligible Holder, or any person who has obtained a properly completed Ballot proxy from the Eligible Holder by the Record Date. Unless otherwise ordered by the Bankruptcy Court, Ballots that are signed, dated, and timely received, but on which a vote to accept or reject the Plan has not been indicated, will not be counted. The Debtors, in their sole discretion, may request that the Voting Agent attempt to contact such voters to cure any such defects in the Ballots. Any Ballot marked to both accept and reject the Plan will not be counted. If you return more than one Ballot voting different claims, the Ballots are not voted in the same manner, and you do not correct this before the Voting Deadline, those Ballots will not be counted. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan will likewise not be counted.

The Ballots provided to Eligible Holders will reflect the principal amount of such Eligible Holder’s Claim; however, when tabulating votes, the Voting Agent may adjust the amount of such Eligible Holder’s Claim by multiplying the principal amount by a factor that reflects all amounts accrued between the Record Date and the Petition Date including interest.

Under the Bankruptcy Code, for purposes of determining whether the requisite votes for acceptance have been received, only Eligible Holders who actually vote will be counted. The failure of a holder to deliver a duly executed Ballot to the Voting Agent will be deemed to

constitute an abstention by such holder with respect to voting on the Plan and such abstentions will not be counted as votes for or against the Plan.

Except as provided below, unless the Ballot is timely submitted to the Voting Agent before the Voting Deadline together with any other documents required by such Ballot, the Debtors may, in their sole discretion, reject such Ballot as invalid, and therefore decline to utilize it in connection with seeking confirmation of the Plan.

### **1. Fiduciaries and Other Representatives**

If a Ballot is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or another, acting in a fiduciary or representative capacity, such person should indicate such capacity when signing and, if requested, must submit proper evidence satisfactory to the Debtors of authority to so act. Authorized signatories should submit the separate Ballot of each Eligible Holder for whom they are voting.

### **2. Agreements Upon Furnishing Ballots**

The delivery of an accepting Ballot pursuant to one of the procedures set forth above will constitute the agreement of the creditor with respect to such Ballot to accept: (a) all of the terms of, and conditions to, the Solicitation; and (b) the terms of the Plan including the injunction, releases, and exculpations set forth in Sections 10.5, 10.6, 10.7, 10.8, and 10.9 therein. All parties in interest retain their right to object to confirmation of the Plan pursuant to section 1128 of the Bankruptcy Code.

### **3. Change of Vote**

Any party who has previously submitted to the Voting Agent before the Voting Deadline a properly completed Ballot may revoke such Ballot and change its vote by submitting to the Voting Agent before the Voting Deadline a subsequent, properly completed Ballot voting for acceptance or rejection of the Plan.

### **D. Waivers of Defects, Irregularities, etc.**

Unless otherwise directed by the Bankruptcy Court, all questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawals of Ballots will be determined by the Voting Agent or the Debtors, as applicable, in their sole discretion, which determination will be final and binding. The Debtors reserve the right to reject any and all Ballots submitted by any of their respective creditors not in proper form, the acceptance of which would, in the opinion of the Debtors or their counsel, as applicable, be unlawful. The Debtors further reserve their respective rights to waive any defects or irregularities or conditions of delivery as to any particular Ballot. The interpretation (including the Ballot and the respective instructions thereto) by the applicable Debtor, unless otherwise directed by the Bankruptcy Court, will be final and binding on all parties. Unless waived, any defects or irregularities in connection with deliveries of Ballots must be cured within such time as the Debtors (or the Bankruptcy Court) determines. Neither the Debtors nor any other person will be under any duty to provide notification of defects or irregularities with respect to deliveries of Ballots nor will any of them incur any liabilities for failure to provide such notification. Unless otherwise directed by the Bankruptcy Court, delivery of such Ballots will not be deemed to have been made until such irregularities have

been cured or waived. Ballots previously furnished (and as to which any irregularities have not theretofore been cured or waived) will be invalidated.

**E. Further Information, Additional Copies**

If you have any questions or require further information about the voting procedures for voting your claims or about the packet of material you received, or if you wish to obtain an additional copy of the Plan, the Disclosure Statement, or any exhibits to such documents, please contact the Voting Agent.

**XI.  
CONFIRMATION OF PLAN**

**A. Confirmation Hearing**

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court to hold a confirmation hearing upon appropriate notice to all required parties. In a motion filed contemporaneously with the filing of this Disclosure Statement, the Debtors have requested that the Bankruptcy Court schedule the Confirmation Hearing. Notice of the Confirmation Hearing will be provided to all known creditors and equity holders or their representatives. The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court without further notice except for the announcement of the continuation date made at the Confirmation Hearing, at any subsequent continued Confirmation Hearing, or pursuant to a notice filed on the docket for the Chapter 11 Cases.

**B. Objections to Confirmation**

Section 1128(b) of the Bankruptcy Code provides that any party in interest may object to the confirmation of a plan. Any objection to confirmation of the Plan must be in writing, must conform to the Bankruptcy Rules and the Bankruptcy Local Rules, must set forth the name of the objector, the nature and amount of the Claims held or asserted by the objector against the Debtors' estates or properties, the basis for the objection and the specific grounds therefore, and must be filed with the Bankruptcy Court, together with proof of service thereof. The following parties may be served at the below addresses.

**Debtors at**  
Fieldwood Energy LLC  
2000 W. Sam Houston Parkway, S. Suite 1200  
Houston, Texas 77042  
Attn: Michael Dane  
Thomas R. Lamme

**Counsel to Debtors at**  
Weil, Gotshal & Manges LLP  
700 Louisiana Street, Suite 1700  
Houston, Texas 77002  
Attn: Alfredo R. Pérez (Alfredo.Perez@weil.com)  
Clifford Carlson (Clifford.Carlson@weil.com)



– and –

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, New York 10153  
Attn: Matthew S. Barr (Matt.Barr@weil.com)  
Jessica Liou (Jessica.Liou@weil.com)

**Counsel to the Ad Hoc Group of Secured Lenders at**  
Haynes and Boone, LLP  
1221 McKinney Street, Suite 4000  
Houston, Texas 77010  
Attn: Charles A. Beckham Jr. (charles.beckham@haynesboone.com)  
Martha Wyrick (martha.wyrick@haynesboone.com)

– and –

Davis Polk & Wardwell LLP  
450 Lexington Avenue  
New York, New York 10017  
Attn: Damian S. Schiabile (damian.schiabile@davispolk.com)  
Natasha Tsiouris (natasha.tsiouris@davispolk.com)  
Josh Sturm (joshua.sturm@davispolk.com)

**Counsel to the Creditors' Committee at**

Pachulski Stang Ziehl & Jones LLP  
440 Louisiana Street, Suite 900  
Houston, Texas 77002  
Attn: Michael D. Warner (mwarner@pszjlaw.com)  
Benjamin L. Wallen (bwallen@pszjlaw.com)

– and –

Stroock & Stroock & Lavan LLP  
180 Maiden Lane  
New York, New York 10038  
Attn: Kristopher M. Hansen (khansen@stroock.com)  
Frank A. Merola (fmerola@stroock.com)  
Jonathan D. Canfield (jcanfield@stroock.com)  
Sherry J. Millman (smillman@stroock.com)

**Office of the U.S. Trustee at**  
Office of the U.S. Trustee for Region 7  
515 Rusk Street, Suite 3516  
Houston, Texas 77002

Attn: Hector Duran (Hector.Duran@usdoj.gov)  
Stephen Statham (Stephen.Statham@usdoj.gov)

**UNLESS AN OBJECTION TO CONFIRMATION IS TIMELY SERVED AND FILED, IT  
MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.**

***C. Requirements for Confirmation of Plan***

The Bankruptcy Court will confirm the Plan only if all of the requirements of section 1129 of the Bankruptcy Code are met. Among the requirements for confirmation are that the Plan is (i) accepted by all impaired Classes of Claims and Interests entitled to vote or, if rejected or deemed rejected by an impaired Class, that the Plan “does not discriminate unfairly” and is “fair and equitable” as to such Class; (ii) in the “best interests” of the holders of Claims and Interests impaired under the Plan; and (iii) feasible.

**1. Acceptance of Plan**

Under the Bankruptcy Code, a Class accepts a chapter 11 plan if (i) holders of two-thirds (2/3) in amount and (ii) with respect to holders of Claims, more than a majority in number of the allowed claims in such class (other than those designated under section 1126(e) of the Bankruptcy Code) vote to accept the Plan. Holders of Claims that fail to vote are not counted in determining the thresholds for acceptance of the Plan.

If any impaired Class of Claims does not accept the Plan (or is deemed to reject the Plan), the Bankruptcy Court may still confirm the Plan at the request of the Debtors if, as to each impaired Class of Claims that has not accepted the Plan (or is deemed to reject the Plan), the Plan “does not discriminate unfairly” and is “fair and equitable” under the so-called “cram down” provisions set forth in section 1129(b) of the Bankruptcy Code. The “unfair discrimination” test applies to classes of claims or interests that are of equal priority and are receiving different treatment under the Plan. A chapter 11 plan does not discriminate unfairly, within the meaning of the Bankruptcy Code, if the legal rights of a dissenting class are treated in a manner consistent with the treatment of other classes whose legal rights are substantially similar to those of the dissenting class and if no class of claims or interests receives more than it legally is entitled to receive for its claims or interests. The test does not require that the treatment be the same or equivalent, but that such treatment be “fair.” The “fair and equitable” test applies to classes of different priority and status (*e.g.*, secured versus unsecured; claims versus interests) and includes the general requirement that no class of claims receive more than 100% of the allowed amount of the claims in such class. As to the dissenting class, the test sets different standards that must be satisfied for the Plan to be confirmed, depending on the type of claims or interests in such class. The following sets forth the “fair and equitable” test that must be satisfied as to each type of class for a plan to be confirmed if such class rejects the Plan:

- **Secured Creditors.** Each holder of an impaired secured claim either (a) retains its liens on the property, to the extent of the allowed amount of its secured claim, and receives deferred cash payments having a value, as of the effective date of the plan, of at least the allowed amount of such secured claim, (b) has the right to credit bid the amount of its claim if its property is sold and retains its lien on the proceeds of the sale, or (c) receives the “indubitable equivalent” of its allowed secured claim.

- **Unsecured Creditors.** Either (a) each holder of an impaired unsecured claim receives or retains under the plan, property of a value, as of the effective date of the plan, equal to the amount of its allowed claim or (b) the holders of claims and interests that are junior to the claims of the dissenting class will not receive any property under the plan.
- **Interests.** Either (a) each equity interest holder will receive or retain under the plan property of a value equal to the greater of (i) the fixed liquidation preference or redemption price, if any, of such equity interest and (ii) the value of the equity interest or (b) the holders of interests that are junior to the interests of the dissenting class will not receive or retain any property under the plan.

The Debtors believe the Plan satisfies the “fair and equitable” requirement with respect to any rejecting Class.

IF ALL OTHER CONFIRMATION REQUIREMENTS ARE SATISFIED AT THE CONFIRMATION HEARING, THE DEBTORS WILL ASK THE BANKRUPTCY COURT TO RULE THAT THE PLAN MAY BE CONFIRMED ON THE GROUND THAT THE SECTION 1129(b) REQUIREMENTS HAVE BEEN SATISFIED.

## 2. Best Interests Test

As noted above, with respect to each impaired class of claims and equity interests, confirmation of a plan requires that each such holder either: (a) accept the plan; or (b) receive or retain under the plan property of a value, as of the effective date of the plan, that is not less than the value such holder would receive or retain if the debtors were liquidated under chapter 7 of the Bankruptcy Code. This requirement is referred to as the “best interests test.”

This test requires a bankruptcy court to determine what the holders of allowed claims and allowed equity interests in each impaired class would receive from a liquidation of the debtor’s assets and properties in the context of a liquidation under chapter 7 of the Bankruptcy Code. To determine if a plan is in the best interests of each impaired class, the value of the distributions from the proceeds of the liquidation of the debtor’s assets and properties (after subtracting the amounts attributable to the aforesaid claims) is then compared with the value offered to such classes of claims and equity interests under the plan.

The Debtors believe that under the Plan all holders of impaired Claims and Interests will receive property with a value not less than the value such holder would receive in a liquidation under chapter 7 of the Bankruptcy Code. The Debtors’ belief is based primarily on: (a) consideration of the effects that a chapter 7 liquidation would have on the ultimate proceeds available for distribution to holders of impaired Claims and Interests; and (b) the Liquidation Analysis attached hereto as **Exhibit L**.

The Debtors believe that any liquidation analysis is speculative, as it is necessarily premised on assumptions and estimates which are inherently subject to significant uncertainties and contingencies, many of which would be beyond the control of the Debtors. The Liquidation Analysis is solely for the purpose of disclosing to holders of Claims and Interests the effects of a hypothetical chapter 7 liquidation of the Debtors, subject to the assumptions set forth therein.

There can be no assurance as to values that would actually be realized in a chapter 7 liquidation nor can there be any assurance that a bankruptcy court will accept the Debtors' conclusions or concur with such assumptions in making its determinations under section 1129(a)(7) of the Bankruptcy Code.

### 3. Feasibility

Section 1129(a)(11) of the Bankruptcy Code requires that a debtor demonstrate that confirmation of a plan is not likely to be followed by liquidation or the need for further financial reorganization. For purposes of determining whether the Plan meets this requirement, the Debtors have analyzed the abilities of each of FWE I, FWE III, and NewCo and its subsidiaries, including the Credit Bid Purchaser, to meet their respective obligations under the Plan.

#### (a) FWE I

The Debtors believe that FWE I will have sufficient funds and resources to meet, or otherwise satisfy, its obligations under the Plan going forward. As discussed above, the Debtors will capitalize FWE I on the Effective Date with \$50 million minus the accrual of post-petition decommissioning spend by the Debtors on the Legacy Apache Properties, which the Debtors project shall be approximately \$25 million. Additional funds will be available post-Effective Date through cash flows generated from operations of the Legacy Apache Properties, which the Debtors project will produce approximately 25,000 barrels of oil equivalent per day, and through loans of up to \$400 million to be provided by Apache in accordance with the terms and conditions of the Standby Credit Facility Documents to be used by FWE I to perform P&A Obligations. Additionally, under the Decommissioning Agreement, separate security has previously been provided to Apache to secure P&A Obligations associated with the Apache Legacy Properties, including approximately \$238 million in funds in Trust A and approximately \$498 million in letters of credit and surety bonds (payable in accordance with their terms and conditions). As set detailed in Exhibit M, Houlihan Lokey estimated the enterprise value of FWE I to be approximately negative \$220 million to positive \$170 million, with a mid-point of negative \$30 million.

Based on the Debtors' estimate of approximately \$965 million to \$1.16 billion in total FWE I Obligations, including all P&A Obligations associated with the Legacy Apache Properties, and the funds and resources described above, the Debtors believe that the Plan provides the ability for FWE I to meet, or otherwise satisfy, its obligations under the Plan.

#### (b) FWE III

The Debtors further believe that FWE III will have sufficient funds to meet its obligations under the Plan. FWE III will be capitalized with approximately \$27 million of capital through a combination of approximately (i) \$5-15 million of cash on hand and (ii) \$12-22 million in future cash commitments from the Credit Bid Purchaser, which the Debtors believe will provide the Plan Administrator with adequate funding to implement the Plan, operate the FWE III Assets, and satisfy the FWE III Obligations, including the P&A Obligations associated with the FWE III Assets and wind down costs. Moreover, an additional \$12 million in outstanding security provided by surety bonds will be available to backstop any of the FWE III Obligations (in accordance with the terms and conditions of such bonds). In addition, the Plan Administrator will engage the

services of Credit Bid Purchaser to leverage its staff's extensive experience managing P&A and decommissioning work to efficiently and safely complete FWE III's P&A obligations.

Therefore, based on Houlihan Lokey's estimated asset value of FWE III of approximately negative \$28 million, as detailed in **Exhibit M**, the Debtors believe that FWE III is sufficiently capitalized to satisfy all of its obligations.

(c) **Credit Bid Purchaser**

The Debtors believe that the Credit Bid Purchaser will have sufficient funds to meet its obligations under the Plan, including those obligations related to the Credit Bid Acquired Interests. The Debtors submit that the Credit Bid Purchaser can provide adequate assurance of future performance under the assumed executory contracts and unexpired leases. If the Plan is confirmed, the Credit Bid Purchaser will acquire specified Deepwater Assets and Shelf Assets with a significantly de-levered balance sheet and reduction in annual debt service obligations. Based on the Debtors' projected cash on hand on the Effective Date, the Debtors estimate that Credit Bid Purchaser will have up to \$304 million in funded debt, composed of approximately \$119 million from the First Lien Exit Facility and up to \$185 million from the Second Lien Exit Facility. In addition, the Credit Bid Purchaser is anticipated to raise \$40 million through the Equity Rights Offerings on the Effective Date. Of the estimated up to \$225 million of new money that the Credit Bid Purchaser is anticipated to raise, \$120 million will be used to capitalize the Credit Bid Purchaser's balance sheet, and the remainder will be used to fund the cash portion of the Credit Bid Consideration.

The Debtors have also prepared the consolidated financial projections for the Credit Bid Purchaser (the "**Financial Projections**") for the fiscal years 2021 through 2025 (the "**Projection Period**"). The Financial Projections, and the assumptions on which they are based, are attached hereto as **Exhibit N**.

Accordingly, the Debtors believe that the Plan is not likely to be followed by liquidation or the need for further reorganization.

The Debtors do not, as a matter of course, publish their business plans or strategies, projections or anticipated financial position. Accordingly, the Debtors do not anticipate that they will, and disclaim any obligation to, furnish updated business plans or Financial Projections to parties in interest after the Confirmation Date. In connection with the planning and development of the Plan, the Financial Projections were prepared by the Debtors, with the assistance of their professionals, to present the anticipated impact of the Plan. The Financial Projections assume that the Plan will be implemented in accordance with its stated terms. The Financial Projections are based on forecasts of key economic variables and may be significantly impacted by, among other factors, oil and natural gas prices, expectations regarding future commodity prices, the level of activity of oil and natural gas exploration, development, and production domestically and internationally, demand for drilling services, competition and supply of competing rigs, changes in the political environment of the countries in which the Debtors operate, regulatory changes, and a variety of other factors. Consequently, the estimates and assumptions underlying the Financial Projections are inherently uncertain and are subject to material business, economic, and other uncertainties. Therefore, such Financial Projections, estimates, and assumptions are not

necessarily indicative of current values or future performance, which may be significantly less or more favorable than set forth herein.

The Financial Projections should be read in conjunction with the assumptions, qualifications, and explanations set forth in the Disclosure Statement, the Plan, and the Plan Supplement, in their entirety, and the historical consolidated financial statements (including the notes and schedules thereto).

#### **4. Valuation**

The Debtors and Houlihan believe that the valuation of Credit Bid Purchaser implied by the Credit Bid Transaction is currently the best measure of fair market value for the assets and associated liabilities included in the Credit Bid Transaction given, among other reasons, (i) the robust M&A Process conducted by Houlihan and (ii) the terms of the Credit Bid Transaction are the result of good faith, arm's length, and comprehensive negotiations between the Debtors and the Consenting FLTL Lenders and their respective financial and legal advisors based on in-depth due diligence and a determination of the value maximizing development, production and operation of the assets included in the Credit Bid Transaction. Notwithstanding the foregoing, Houlihan has prepared a valuation analysis of NewCo, which is attached hereto as **Exhibit M**.

## **XII. ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF PLAN**

The Debtors have evaluated several alternatives to the Plan. After studying these alternatives, the Debtors have concluded that the Plan is the best alternative and will maximize recoveries to parties in interest, assuming confirmation and consummation of the Plan. If the Plan is not confirmed and consummated, the alternatives to the Plan are: (A) the preparation and presentation of an alternative reorganization; (B) a sale of some or all of the Debtors' assets pursuant to section 363 of the Bankruptcy Code; or (C) a liquidation under chapter 7 of the Bankruptcy Code.

### **A. Alternative Plan of Reorganization**

If the Plan is not confirmed, the Debtors (or if the Debtors' exclusive period in which to file a plan of reorganization has expired, any other party in interest) could attempt to formulate a different plan. Such a plan might involve either: (a) a reorganization and continuation of the Debtors' business or (b) an orderly liquidation of their assets. The Debtors, however, believe that the Plan, as described herein, enables their creditors to realize the most value under the circumstances.

### **B. Sale under Section 363 of the Bankruptcy Code**

Upon the Toggle Event, the Debtors intend to seek from the Bankruptcy Court, after notice and hearing, authorization to sell their assets to the Credit Bid Purchaser pursuant to section 363 of the Bankruptcy Code. Upon analysis and consideration of this alternative, the Debtors do not believe that a standalone sale of their assets pursuant to section 363 of the Bankruptcy Code would yield a higher recovery for the holders of Claims and Interests under the Plan.



**C. Liquidation Under Chapter 7 of Bankruptcy Code**

If no plan can be confirmed, the Chapter 11 Cases may be converted to cases under chapter 7 of the Bankruptcy Code in which a trustee would be elected or appointed to liquidate the assets of the Debtors for distribution to their creditors in accordance with the priorities established by the Bankruptcy Code. The effect that a chapter 7 liquidation would have on the recovery of holders of Allowed Claims and Interests is set forth in the Liquidation Analysis attached hereto as **Exhibit L**.

The Debtors believe that liquidation under chapter 7 would result in smaller distributions to creditors than those provided for in the Plan because of, among other things, the delay resulting from the conversion of the Chapter 11 Cases, the additional administrative expenses associated with the appointment of a trustee and the trustee's retention of professionals who would be required to become familiar with the many legal and factual issues in the Chapter 11 Cases, and the loss in value attributable to an expeditious liquidation of the Debtors' assets as required by chapter 7.

**XIII.**  
**CONCLUSION AND RECOMMENDATION**

The Debtors believe the Plan is in the best interests of all stakeholders and urge the holders of Claims in Classes 1, 3, 4, 5, 6A, and 6B to vote in favor thereof.

*[Remainder of Page Intentionally Left Blank]*

Dated: March 24, 2021  
Houston, Texas

Respectfully submitted,

**FIELDWOOD ENERGY LLC**

By: Fieldwood Energy Inc., its managing member

By: Thomas R. Lamme

Name: Thomas R. Lamme

Title: Senior Vice President and General Counsel

**FIELDWOOD ENERGY INC.**

By: Thomas R. Lamme

Name: Thomas R. Lamme

Title: Senior Vice President and General Counsel

**FIELDWOOD ENERGY OFFSHORE LLC**

By: Thomas R. Lamme

Name: Thomas R. Lamme

Title: Vice President

**FIELDWOOD ONSHORE LLC**

By: Thomas R. Lamme

Name: Thomas R. Lamme

Title: Vice President

**FIELDWOOD SD OFFSHORE LLC**

By: Thomas R. Lamme

Name: Thomas R. Lamme

Title: Vice President

**FIELDWOOD OFFSHORE LLC**

By: Fieldwood Energy LLC, its managing member

By: Fieldwood Energy Inc., its managing member

By: Thomas R. Lamme

Name: Thomas R. Lamme

Title: Senior Vice President and General Counsel

**DYNAMIC OFFSHORE RESOURCES NS, LLC**

By: Thomas R. Lamme

Name: Thomas R. Lamme

Title: Vice President

**FW GOM PIPELINE, INC.**

By: Thomas R. Lamme

Name: Thomas R. Lamme

Title: Vice President

**GOM SHELF LLC**

By: Fieldwood Energy LLC, its managing member

By: Fieldwood Energy Inc., its managing member

By: Thomas R. Lamme

Name: Thomas R. Lamme

Title: Senior Vice President and General Counsel

**BANDON OIL AND GAS GP, LLC**

By: Thomas R. Lamme

Name: Thomas R. Lamme

Title: Vice President

**BANDON OIL AND GAS, LP**

By: Bandon Oil and Gas, LLC, its general partner

By: Thomas R. Lamme

Name: Thomas R. Lamme

Title: Vice President

**FIELDWOOD ENERGY SP LLC**

By: Thomas R. Lamme

Name: Thomas R. Lamme

Title: Vice President

**GALVESTON BAY PIPELINE LLC**

By: Fieldwood Onshore LLC, its managing member

By: Thomas R. Lamme

Name: Thomas R. Lamme

Title: Vice President

**GALVESTON BAY PROCESSING LLC**

By: Fieldwood Onshore LLC, its managing member

By: Thomas R. Lamme

Name: Thomas R. Lamme

Title: Vice President

**Exhibit A**  
**Plan**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

<b>In re:</b>  <b>FIELDWOOD ENERGY LLC, et al.,</b>  <b>Debtors.<sup>1</sup></b>	<b>§</b> <b>§</b> <b>§</b> <b>§</b> <b>§</b> <b>§</b>	<b>Chapter 11</b>  <b>Case No. 20-33948 (MI)</b>  <b>(Jointly Administered)</b>
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**THIRD AMENDED JOINT CHAPTER 11 PLAN OF  
FIELDWOOD ENERGY LLC AND ITS AFFILIATED DEBTORS**

**WEIL, GOTSHAL & MANGES LLP**  
Alfredo R. Pérez  
Clifford W. Carlson  
700 Louisiana Street, Suite 1700  
Houston, Texas 77002  
Telephone: (713) 546-5000  
Facsimile: (713) 224-9511

**WEIL, GOTSHAL & MANGES LLP**  
Matthew S. Barr (admitted *pro hac vice*)  
Jessica Liou (admitted *pro hac vice*)  
767 Fifth Avenue  
New York, New York 10153  
Telephone: (212) 310-8000  
Facsimile: (212) 310-8007

*Attorneys for Debtors  
and Debtors in Possession*

Dated: March 24, 2021  
Houston, Texas

---

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: Dynamic Offshore Resources NS, LLC (0158); Fieldwood Energy LLC (6778); Fieldwood Energy Inc. (4991); Fieldwood Energy Offshore LLC (4494); Fieldwood Onshore LLC (3489); Fieldwood SD Offshore LLC (8786); Fieldwood Offshore LLC (2930); FW GOM Pipeline, Inc. (8440); GOM Shelf LLC (8107); Bandon Oil and Gas GP, LLC (9172); Bandon Oil and Gas, LP (9266); Fieldwood Energy SP LLC (1971); Galveston Bay Pipeline LLC (5703); and Galveston Bay Processing LLC (0422). The Debtors' primary mailing address is 2000 W. Sam Houston Parkway S., Suite 1200, Houston, TX 77042.



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Each of Fieldwood Energy LLC; Fieldwood Energy Inc.; Dynamic Offshore Resources NS, LLC; Fieldwood Energy Offshore LLC; Fieldwood Onshore LLC; Fieldwood SD Offshore LLC; Fieldwood Offshore LLC; FW GOM Pipeline, Inc.; GOM Shelf LLC; Bandon Oil and Gas GP, LLC; Bandon Oil and Gas, LP; Fieldwood Energy SP LLC; Galveston Bay Pipeline LLC; and Galveston Bay Processing LLC (each, a “*Debtor*” and collectively, the “*Debtors*”) proposes the following joint chapter 11 plan of reorganization pursuant to section 1121(a) of the Bankruptcy Code. Capitalized terms used herein shall have the meanings set forth in Section 1.1 below.

## ARTICLE I. DEFINITIONS AND INTERPRETATION.

### 1.1 Definitions.

The following terms shall have the respective meanings specified below:

**363 Credit Bid Transaction** means the sale of the Credit Bid Acquired Interests to the Credit Bid Purchaser pursuant to section 363 of the Bankruptcy Code on substantially the same terms as provided in the Credit Bid Purchase Agreement in accordance with Section 5.2(c) of this Plan.

**Abandoned Properties** means the Debtors’ rights to and interests in executory contracts and unexpired federal leases, rights-of-way, and right-of-use-and-easements listed on the Schedule of Abandoned Properties (as amended, supplemented, or otherwise modified from time to time).

**Accepting Class** means a class of Claims or Interests that votes to accept this Plan in accordance with section 1126 of the Bankruptcy Code.

**Ad Hoc Group of Secured Lenders** means the ad hoc group of holders of Prepetition FLTL Loans and Prepetition SLTL Loans that is represented by the Ad Hoc Group of Secured Lenders Advisors.

**Ad Hoc Group of Secured Lenders Advisors** means Davis Polk & Wardwell LLP, Haynes and Boone LLP, Gordon, Arata, Montgomery, Barnett, McCollam, Duplantis & Eagan, LLC, Rothschild & Co US Inc. and Intrepid Financial Partners, LLC and any local or foreign advisors.

**Ad Hoc Group of Prepetition SLTL Lenders** means that certain ad hoc group of holders of Prepetition SLTL Loans that is represented by the Ad Hoc Group of Prepetition SLTL Advisors.

**Ad Hoc Group of Prepetition SLTL Lenders Advisors** means only Kasowitz Benson Torres LLP.

***Additional Predecessor Agreement*** means any consensual agreement that the Debtors may enter into prior to the Confirmation Date with any entity or entities in the chain of title, co-working interest owner(s), or other related party for any of the Abandoned Properties.

***Additional Predecessor Agreement Documents*** means any agreements or documents contemplated by and necessary to the consummation of an Additional Predecessor Agreement.

***Administrative Expense Claim*** means any Claim constituting a cost or expense of administration incurred during the Chapter 11 Cases of a kind specified under section 503(b) of the Bankruptcy Code and entitled to priority under sections 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code (other than DIP Claims and Postpetition Hedge Claims), including (a) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors (such as wages, salaries, or commissions for services and payments for goods and other services and leased premises), and (b) Fee Claims.

***Allowed*** means, with respect to any Claim against or Interest in a Debtor, (a) (i) that is timely filed by the bar dates established in the Chapter 11 Cases, or (ii) as to which there exists no requirement for the holder of a Claim to file such Claim under the Plan, the Bankruptcy Code, the Bankruptcy Rules or a Final Order, (b) (i) that is listed in the Schedules as not contingent, not unliquidated, and not disputed, and (ii) for which no contrary proof of claim has been timely filed, or (c) allowed under the Plan or by a Final Order (including the DIP Order). With respect to any Claim described in clause (a) above, such Claim will be considered allowed only if, and to the extent that, (A) no objection to the allowance of such Claim has been asserted, or may be asserted, on or before the time period set forth in the Plan, and no request for estimation or other challenge, including pursuant to section 502(d) of the Bankruptcy Code or otherwise, has been interposed and not withdrawn within the applicable period fixed by the Plan or applicable law, (B) an objection to such Claim is asserted and such Claim is subsequently allowed pursuant to a Final Order, (C) such Claim is settled pursuant to an order of the Bankruptcy Court, or (D) such Claim is allowed pursuant to the Plan or any agreements related thereto and such allowance is approved and authorized by the Bankruptcy Court; *provided, however*, that notwithstanding the foregoing, the Post-Effective Date Debtors shall retain all claims and defenses with respect to Allowed Claims that are reinstated or otherwise unimpaired pursuant to the Plan. If a Claim is Allowed only in part, any provisions hereunder with respect to Allowed Claims are applicable solely to the Allowed portion of such Claim. Notwithstanding the foregoing, unless expressly waived herein, the Allowed amount of Claims or Interests shall be subject to and shall not exceed the limitations or maximum amounts permitted by the Bankruptcy Code, including sections 502 or 503 of the Bankruptcy Code, to the extent applicable.

***Amended Organizational Documents*** means the certificates of incorporation, certificates of formation, bylaws, limited liability company agreements, stockholders agreement, and the operating agreements or other similar organizational or formation documents, as applicable, of the Post-Effective Date Debtors.

***Apache*** means Apache Corporation.

**Apache Definitive Documents** has the meaning set forth in the Apache Implementation Agreement.

**Apache Fees and Expenses** has the meaning set forth in the Apache Implementation Agreement.

**Apache Implementation Agreement** means that certain Implementation Agreement, dated January 1, 2021, by and among Debtor Fieldwood Energy LLC and Debtor GOM Shelf LLC, on the one hand, and the Apache PSA Parties on the other hand, as may be amended, restated, or otherwise modified pursuant to the terms thereof; *provided* that such amendment, restatement, or other modification is reasonably acceptable to the Debtors, the Apache PSA Parties, the Required DIP Lenders and Requisite FLTL Lenders.

**Apache Implementation Costs** has the meaning ascribed to “Implementation Costs” in the Apache Implementation Agreement.

**Apache PSA Parties** means, collectively, Apache, Apache Shelf, Inc., Apache Deepwater LLC, and Apache Shelf Exploration LLC.

**Apache Term Sheet** has the meaning set forth in the Restructuring Support Agreement.

**Asset** means all of the rights, title, and interests of a Debtor in and to property of whatever type or nature (including real, personal, mixed, intellectual, tangible, and intangible property).

**Assumption Dispute** means an unresolved objection regarding assumption or assumption and assignment of an executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code, including objections based on the appropriate Cure Amount or “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code).

**Avoidance Actions** means all claims and causes of action that may be commenced by or on behalf of the Debtors pursuant to sections 544, 545, 547, 548, 549, 550 and 551 of the Bankruptcy Code or similar nonbankruptcy law, including similar or related state or federal statute and common law.

**Backstop Commitment Premium Equity Interests** means the Second Lien Backstop Commitment Premium Equity Interests, the FLTL ERO Backstop Commitment Premium Equity Interests, and the SLTL ERO Backstop Commitment Premium Equity Interests.

**Bankruptcy Code** means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended from time to time, as applicable to these Chapter 11 Cases.

**Bankruptcy Court** means the United States Bankruptcy Court for the Southern District of Texas having jurisdiction over the Chapter 11 Cases and, to the extent of any reference made under section 157 of title 28 of the United States Code or the Bankruptcy Court



is determined not to have authority to enter a Final Order on an issue, the District Court having jurisdiction over the Chapter 11 Cases under section 151 of title 28 of the United States Code.

**Bankruptcy Rules** means the Federal Rules of Bankruptcy Procedure as promulgated by the Supreme Court of the United States under section 2075 of title 28 of the United States Code, as amended from time to time, applicable to the Chapter 11 Cases, and any local rules of the Bankruptcy Court.

**Business Day** means any day other than a Saturday, a Sunday or any other day on which banking institutions in New York, New York are authorized or required by law or executive order to close.

**Cash** means legal tender of the United States of America.

**Cause of Action** means any action, claim, cross-claim, third-party claim, cause of action, controversy, dispute, demand, right, Lien, indemnity, contribution, guaranty, suit, obligation, liability, loss, debt, fee or expense, damage, interest, judgment, cost, account, defense, remedy, offset, power, privilege, proceeding, license, and franchise of any kind or character whatsoever, known, unknown, foreseen or unforeseen, existing or hereafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively (including any alter ego theories), whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity or pursuant to any other theory of law (including under any state or federal securities laws). For the avoidance of doubt, Cause of Action also includes (a) any right of setoff, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity, (b) the right to object to Claims or Interests, (c) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code (including claims and causes of action arising under section 544, 545, 547, 548, 549, 550, and 551 of the Bankruptcy Code), (d) any claim or defense, including fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the Bankruptcy Code, and (e) any state law fraudulent transfer or preferential transfer claim.

**Chapter 11 Case(s)** means, with respect to a Debtor, such Debtor's case under chapter 11 of the Bankruptcy Code commenced on the Petition Date in the Bankruptcy Court, jointly administered with all other Debtors' cases under chapter 11 of the Bankruptcy Code.

**Claim** means a "claim," as defined in section 101(5) of the Bankruptcy Code, against any Debtor.

**Claims Reserve** means one or more segregated accounts not subject to the Liens of the Prepetition Agents or DIP Agent, which shall be established on or immediately before the Effective Date and funded on the Effective Date with Cash to pay (or reserve for payment of) any (i) Allowed Administrative Expense Claims, (ii) Allowed Priority Tax Claims, (iii) Allowed Priority Non-Tax Claims, (iv) Allowed Other Secured Claims, (v) Allowed Unsecured Trade Claims, and (vi) Cure Amounts; *provided, however*, that all Cash remaining in the Claims Reserve after payment of all relevant Allowed Claims and Cure Amounts in accordance with the terms of this Plan shall constitute Residual Distributable Value; *provided further* that the funding

of the Claims Reserve shall be consistent with the terms of the Second Lien Backstop Commitment Letter.

***Claims Reserve Amount*** means the aggregate amount of Cash, as determined by the Debtors with (i) the consent of the Required DIP Lenders and Requisite FLTL Lenders and (ii) the reasonable consent of the Creditors' Committee solely with respect to the amount of the Claims Reserve on account of Allowed Unsecured Trade Claims, necessary to satisfy all (a) Allowed Administrative Expense Claims, (b) Allowed Priority Tax Claims, (c) Allowed Priority Non-Tax Claims, (d) Allowed Other Secured Claims, (e) Allowed Unsecured Trade Claims, and (f) Cure Amounts, which aggregate amount shall be funded into the Claims Reserve on the Effective Date.

***Class*** means any group of Claims or Interests classified under the Plan pursuant to section 1122 and 1123(a)(1) of the Bankruptcy Code.

***Collateral*** means any Asset of an Estate that is subject to a Lien securing the payment or performance of a Claim, which Lien is not invalid, is properly perfected as of the Petition Date, and is not subject to avoidance under the Bankruptcy Code or applicable nonbankruptcy law.

***Confirmation Date*** means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order.

***Confirmation Hearing*** means the hearing to be held by the Bankruptcy Court regarding confirmation of the Plan, as such hearing may be adjourned or continued from time to time.

***Confirmation Order*** means the order of the Bankruptcy Court, in form and substance acceptable to the Debtors, the Required DIP Lenders, the Requisite FLTL Lenders, the Prepetition FLFO Administrative Agent, and the Creditors' Committee, confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

***Confirmation Outside Date*** means May 10, 2021 or such later date as may be mutually agreed between the Debtors, the Required DIP Lenders, and the Requisite FLTL Lenders.

***Consenting Creditors*** means the Prepetition FLTL Lenders, together with their respective successors and permitted assigns, and the Prepetition SLTL Lenders, together with their respective successors and permitted assigns, that are party to, or have executed a joinder to, the Restructuring Support Agreement.

***Credit Bid Acquired Interests*** has the meaning ascribed to "Acquired Interests" set forth in the Credit Bid Purchase Agreement.

***Credit Bid Assumed Liabilities*** has the meaning ascribed to "Assumed Liabilities" set forth in the Credit Bid Purchase Agreement.

**Credit Bid Consent Rights** means any right of consent, notice, and other similar rights, if any, that are applicable to the sale of the Credit Bid Acquired Interests in connection with the Credit Bid Purchase Agreement.

**Credit Bid Permitted Encumbrances** has the meaning ascribed to “Permitted Encumbrances” set forth in the Credit Bid Purchase Agreement.

**Credit Bid Purchase Agreement** means that certain Purchase and Sale Agreement, by and between Fieldwood Energy LLC, the other seller parties, and the Credit Bid Purchaser and NewCo, together with any and all related agreements, annexes, exhibits and schedules in connection therewith, as amended, supplemented or otherwise modified from time to time, which shall be in form and substance acceptable to the Debtors, the Requisite FLTL Lenders, and the Required DIP Lenders; *provided* that any modifications to the Credit Bid Purchase Agreement from the version attached to the draft of the Disclosure Statement at Docket No. 1022 shall require the consent of the Prepetition FLFO Administrative Agent (not to be unreasonably withheld with respect to the following clauses (b) and (e)) to the extent that such modification (a) individually or in the aggregate, results in a reduction of 10% or more of the total PV-10 of total 2P reserves comprising the assets acquired by the Credit Bid Purchaser (which shall be calculated by reference to the FWE YE2020 Internal Reserve Report (as of 5.1.21)), (b) results in any contract rights constituting material assets not being acquired by the Credit Bid Purchaser, (c) individually or in the aggregate, results in an increase by \$40.0 million or more (which, for the avoidance of doubt, in the case of plugging and abandonment liabilities, shall be calculated on a present value basis) in liabilities assumed by the Credit Bid Purchaser, (d) relates to any change in treatment of the Prepetition FLFO Credit Agreement or First Lien Exit Facility, or (e) provide for any differences from the draft of the Disclosure Statement at Docket No. 1022 that are materially adverse to the interests of the First Lien Exit Facility Agent and the First Lien Exit Facility Lenders.

**Credit Bid Purchaser** means [●], a newly formed special purpose bidding entity, as purchaser of certain of the Debtors’ assets pursuant to and in accordance with the Credit Bid Purchase Agreement.

**Credit Bid Preferential Purchase Rights** has the meaning ascribed to “Preferential Right” set forth in the Credit Bid Purchase Agreement.

**Credit Bid Transaction** means the sale of the Credit Bid Acquired Interests to the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement.

**Credit Bid Transaction Closing** means “Closing” as defined in the Credit Bid Purchase Agreement.

**Creditors’ Committee** means the Official Committee of Unsecured Creditors appointed by the U.S. Trustee in these Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code as it may be reconstituted from time to time.

**Cure Amount** means the payment of Cash or the distribution of other property (as the parties may agree or the Bankruptcy Court may order) necessary to (a) cure a monetary default by the Debtors in accordance with the terms of an executory contract or unexpired lease

and (b) permit the Debtors to assume such executory contract or unexpired lease under section 365(a) of the Bankruptcy Code.

**Cure Notice** means the notice of proposed Cure Amount to be paid in connection with an executory contract or unexpired lease of the Debtors that may be assumed or assumed and assigned under the Plan pursuant to section 365 of the Bankruptcy Code, which shall include (a) procedures for objecting to proposed assumptions or assumptions and assignments of executory contracts and unexpired leases, (b) any Cure Amount to be paid in connection therewith, and (c) procedures for resolution by the Bankruptcy Court of any related disputes.

**D&O Policy** means any insurance policy, including tail insurance policies, for directors', members', trustees', and officers' liability providing coverage to the Debtors and in effect or purchased as of the Petition Date.

**Debtor(s)** has the meaning set forth in the introductory paragraph of the Plan.

**Debtor in Possession** means, with respect to a Debtor, that Debtor in its capacity as a debtor in possession pursuant to sections 1101, 1107(a), and 1108 of the Bankruptcy Code.

**Decommissioning Agreement** means that Decommissioning Agreement, dated as of September 30, 2013, by and among the Apache PSA Parties, Fieldwood Energy LLC, and the other parties thereto.

**Decommissioning Security** has the meaning set forth in the Apache Implementation Agreement.

**Definitive Documents** has the meaning set forth in the Restructuring Support Agreement.

**DIP Agent** means Cantor Fitzgerald Securities, solely in its capacity as administrative agent and collateral agent under the DIP Facility Credit Agreement, its successors, assigns, or any replacement agent appointed pursuant to the terms of the DIP Facility Credit Agreement.

**DIP Claim** means any Claim held by the DIP Lenders or the DIP Agent arising under or relating to the DIP Facility Credit Agreement or the DIP Order, including any and all fees, interests, and accrued but unpaid interest and fees arising under the DIP Facility Credit Agreement.

**DIP Documents** has the meaning set forth in the DIP Order.

**DIP Facility** means the postpetition senior secured debtor-in-possession term loan credit facility approved by the DIP Order.

**DIP Facility Credit Agreement** means the credit agreement governing the terms of the DIP Facility, dated as of August 24, 2020, by and among Fieldwood Energy LLC, as borrower, FWE Parent, as holdings, the DIP Agent, and the DIP Lenders, with any amendments,

restatements, amendments and restatements, modifications or supplements thereto as permitted by the DIP Order.

**DIP Lenders** means the lenders from time to time party to the DIP Facility Credit Agreement.

**DIP Order** means the *Final Order (I) Authorizing Debtors (A) to Obtain Postpetition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362, 363(b), 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1) and 364(e) and (B) to Utilize Cash Collateral Pursuant to 11 U.S.C. § 363 and (II) Granting Adequate Protection to Prepetition Secured Parties Pursuant to 11 U.S.C. §§ 361, 362, 363, 364 and 507(b)* [Docket No. 346], authorizing the Debtors to enter into the DIP Facility Credit Agreement and access the DIP Facility, as may be amended, supplemented or modified from time to time.

**Disclosure Statement** means the disclosure statement in support of the Plan, in form and substance (i) acceptable to the Debtors, the Required DIP Lenders, the Requisite FLTL Lenders, (ii) reasonably acceptable to the Creditors' Committee solely for matters relating to the treatment of holders of General Unsecured Claims or Unsecured Trade Claims, and (iii) reasonably acceptable to the Prepetition FLFO Administrative Agent, which is prepared and distributed in accordance with sections 1125, 1126(b), or 1145 of the Bankruptcy Code, Bankruptcy Rules 3016 and 3018, or other applicable law, and all exhibits, schedules, supplements, modifications, amendments, annexes, and attachments to such disclosure statement.

**Disputed** means, with respect to a Claim, (a) any Claim, which Claim is disputed under this Plan (including pursuant to section 7.1 of this Plan) or otherwise or as to which the Debtors, the Post-Effective Date Debtors, or the Plan Administrator, as applicable, have interposed and not withdrawn an objection or request for estimation that has not been determined by a Final Order; (b) any Claim, proof of which was required to be filed by order of the Bankruptcy Court but as to which a proof of claim was not timely or properly filed; (c) any Claim that is listed in the Schedules, if any are filed, as unliquidated, contingent, disputed or undetermined, and as to which no request for payment or proof of claim has been filed; or (d) any Claim that is otherwise disputed by any of the Debtors or the Post-Effective Date Debtors in accordance with applicable law or contract, which dispute has not been withdrawn, resolved or overruled by a Final Order. To the extent the Debtors dispute only the amount of a Claim, such Claim shall be deemed Allowed in the amount the Debtors do not dispute, if any, and Disputed as to the balance of such Claim.

**Distribution Date** means the date or dates, including the Initial Distribution Date, as determined by the Plan Administrator in accordance with the terms of this Plan, on which the Plan Administrator makes a Distribution to holders of Allowed Claims.

**Distribution Record Date** means, except as otherwise provided in the Plan, the date that is two business days before the Effective Date or such other date as is designated by the Debtors with the consent of the Requisite FLTL Lenders and the Required DIP Lenders.

**Divisive Merger** means a divisive merger pursuant to Sections 10.001, 10.002, 10.008 and 10.302 of the Texas Business Organizations Code.

**Effective Date** means the date which is the first Business Day on which (a) all conditions to the effectiveness of the Plan set forth in Section 9.1 of the Plan have been satisfied or waived in accordance with the terms of the Plan, and (b) no stay of the Confirmation Order is in effect.

**Entity** means an “entity,” as defined in section 101(15) of the Bankruptcy Code.

**Equity Rights Offerings** means, collectively, the FLTL Equity Rights Offering and the SLTL Equity Rights Offering.

**ERO Backstop Agreements** means, collectively, the FLTL ERO Backstop Agreement and the SLTL ERO Backstop Agreement.

**ERO Backstop Parties** means, collectively, the FLTL ERO Backstop Parties and the SLTL ERO Backstop Parties.

**Estate(s)** means individually or collectively, the estate or estates of the Debtors created under section 541 of the Bankruptcy Code.

**Exculpated Parties** means collectively, and in each case in their capacities as such during the Chapter 11 Cases (a) the Debtors, (b) the Post-Effective Date Debtors, (c) FWE I, (d) the DIP Agent and DIP Lenders under the DIP Facility, (e) the Prepetition FLFO Secured Parties, (f) the Consenting Creditors, (g) the Prepetition FLFO Collateral Agent, (h) the Prepetition FLTL Administrative Agent, (i) the Prepetition SLTL Agent, (j) the Creditors’ Committee and the current and former members of the Creditors’ Committee (solely in their capacities as such), (k) NewCo and all of its subsidiaries (including the Credit Bid Purchaser), (l) the Exit Facility Agents, (m) the Exit Facility Lenders, (n) the Second Lien Backstop Parties, (o) the ERO Backstop Parties, (p) the Apache PSA Parties, and (q) with respect to each of the foregoing Persons in clauses (a) through (p) each of their current and former affiliates, and each such Entity’s and its current and former affiliates’ current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their current and former officers, members, managers, directors, equity holders (regardless of whether such interests are held directly or indirectly), principals, members, employees, agents, managed accounts or funds, management companies, fund advisors, investment advisors, advisory board members, financial advisors, partners (including both general and limited partners), attorneys, accountants, investment bankers, consultants, representatives and other professionals, such Persons’ respective heirs, executors, estates, and nominees, in each case in their capacity as such, and any and all other persons or entities that may purport to assert any cause of action derivatively, by or through the foregoing entities.

**Existing Equity Interests** means shares of common stock of FWE Parent that existed immediately before the Effective Date.

**Exit Facilities** means the First Lien Exit Facility and the Second Lien Exit Facility.



**Exit Facility Agents** means the First Lien Exit Facility Agent and the Second Lien Exit Facility Agent.

**Exit Facility Documents** means the First Lien Exit Facility Documents and the Second Lien Exit Facility Documents.

**Exit Facility Lenders** means the First Lien Exit Facility Lenders and the Second Lien Exit Facility Lenders.

**Fee Claim** means a Claim for professional services rendered or costs incurred on or after the Petition Date through the Effective Date by Professional Persons retained by an order of the Bankruptcy Court pursuant to sections 327, 328, 329, 330, 331, 503(b), or 1103 of the Bankruptcy Code in the Chapter 11 Cases.

**Fieldwood U.A. Interests** has the meaning ascribed to such term in the Credit Bid Purchase Agreement.

**Final Order** means an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter which has: (a) not been reversed, stayed, modified or amended, as to which the time to appeal, petition for certiorari or motion for reargument, reconsideration or rehearing has expired and no appeal, petition for certiorari or motion for reargument, reconsideration or rehearing has been timely filed; or (b) as to which any appeal, petition for certiorari or motion for reargument, reconsideration or rehearing that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari, reargument, reconsideration or rehearing was sought; *provided, however*, that the possibility that a motion under Rules 59 or 60 of the Federal Rules of Civil Procedure or any analogous Bankruptcy Rule (or any analogous rules applicable in such other court of competent jurisdiction) may be filed relating to such order or judgment shall not cause such order or judgment not to be a Final Order.

**First Lien Exit Facility** means the facility under the First Lien Exit Facility Credit Agreement.

**First Lien Exit Facility Agent** means the administrative agent under the First Lien Exit Facility Credit Agreement.

**First Lien Exit Facility Commitment Letter** means that certain commitment letter, in form and substance acceptable to the Required DIP Lenders, the Requisite FLTL Lenders, the Debtors, the Prepetition FLFO Administrative Agent, and the First Lien Exit Facility Agent, to be entered into by and among Fieldwood Energy LLC and the First Lien Exit Facility Agent, as may be amended, supplemented, or modified from time to time, pursuant and subject to the terms thereof, pursuant to which, among other things, GS Bank (as defined therein) agreed to act as the sole arranger, administrative agent and collateral agent in connection with the First Lien Exit Facility and to commit to provide First Lien Exit Facility in accordance with the terms and conditions set forth therein.

**First Lien Exit Facility Credit Agreement** means that certain credit agreement to be entered by the Credit Bid Purchaser, the First Lien Exit Facility Agent and the First Lien Exit Facility Lenders on the Effective Date that shall govern the First Lien Exit Facility which shall reflect and contain terms, conditions, representations, warranties, and covenants consistent with the First Lien Exit Facility Term Sheet and otherwise be in form and substance acceptable to the Prepetition FLFO Administrative Agent, the First Lien Exit Facility Agent, the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders.

**First Lien Exit Facility Documents** means, collectively, the First Lien Exit Facility Credit Agreement, and any and all other agreements, documents, and instruments delivered or to be entered into in connection therewith, including any guarantee agreements, pledge and collateral agreements, intercreditor agreements, and other security documents, the terms of which documents shall be in form and substance acceptable to the Prepetition FLFO Administrative Agent, the First Lien Exit Facility Agent, the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders.

**First Lien Exit Facility Lenders** means the lenders party to the First Lien Exit Facility Credit Agreement.

**First Lien Exit Facility Term Sheet** means a term sheet attached to the First Lien Exit Facility Commitment Letter and to be attached to the Disclosure Statement, as may be amended, supplemented or modified from time to time with the consent of the Prepetition FLFO Administrative Agent, the First Lien Exit Facility Agent, the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders.

**FLFO Claims** means all Claims arising from or based upon the Prepetition FLFO Credit Agreement.

**FLFO Claims Allowed Amount** means the aggregate principal amount of \$138,599,082.31 plus any accrued and unpaid interest (accruing at the default rate to the extent provided under the Prepetition FLFO Credit Agreement), fees, costs, and other expenses arising under, and payable pursuant to, the Prepetition FLFO Credit Agreement on or before the Effective Date, which shall not be subject to any avoidance, reduction, setoff, offset, recharacterization, subordination, counterclaims, cross claims, defenses, disallowance, impairments, or any other challenges under applicable law or regulation by any Entity. Notwithstanding the foregoing, on the Effective Date any amount accrued pursuant to Section 2.08(b) of the Prepetition FLFO Credit Agreement and any amounts accrued in respect of Yield Maintenance Premium or any Prepayment Fee (each as defined in the Prepetition FLFO Credit Agreement), if any, shall be deemed discharged, released, and waived by all holders of Allowed FLFO Claims and the FLFO Claims Allowed Amount shall not be increased on account of such amounts as a result of such discharge, release, and waiver.

**FLFO Distribution Amount** means Cash in the amount of the FLFO Claims Allowed Amount less the initial aggregate principal amount of the First Lien Exit Facility, as set forth in the First Lien Exit Facility Commitment Letter.

***FLTL Claims*** means all Claims, other than Claims subject to subordination in accordance with section 510(b) of the Bankruptcy Code, arising from or based upon the Prepetition FLTL Credit Agreement.

***FLTL Claims Allowed Amount*** means \$1,142,688,815.28 in principal plus any accrued but unpaid interest or fees due under the Prepetition FLTL Credit Agreement as of the Petition Date.

***FLTL Deficiency Claim*** means any FLTL Claim or portion thereof that is not Secured, if any.

***FLTL Equity Rights Offering*** means that certain rights offering pursuant to which each holder of Allowed FLTL Claims is entitled to receive FLTL Subscription Rights to acquire New Equity Interests in the aggregate amount of the FLTL Equity Rights Offering Amount in accordance with the FLTL Equity Rights Offering Procedures, the terms and conditions of which shall be (i) acceptable to the Debtors, Required DIP Lenders, and Requisite FLTL Lenders, (ii) reasonably acceptable to the Prepetition FLFO Administrative Agent and the First Lien Exit Facility Agent, and (iii) reasonably acceptable to the Requisite SLTL Lenders solely to the extent that it directly and adversely impacts the holders of Allowed SLTL Claims.

***FLTL Equity Rights Offering Amount*** means \$20,000,000.

***FLTL Equity Rights Offering Procedures*** means the procedures for the implementation of the FLTL Equity Rights Offering to be approved by the Bankruptcy Court.

***FLTL ERO Backstop Agreement*** means that certain [Equity Backstop Commitment Agreement], in form and substance (i) acceptable to the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders and (ii) reasonably acceptable to the Prepetition FLFO Administrative Agent and the First Lien Exit Facility Agent, to be entered into by and among Fieldwood Energy LLC, NewCo, and the FLTL ERO Backstop Parties, as may be amended, supplemented, or modified from time to time, pursuant to which the FLTL ERO Backstop Parties agreed to, among other things, backstop the FLTL Equity Rights Offering with the terms and conditions set forth therein.

[***FLTL ERO Backstop Commitment Percentage*** has the meaning set forth in the FLTL ERO Backstop Agreement.]

[***FLTL ERO Backstop Commitment Premium*** means a premium equal to 8% of the FLTL Equity Rights Offering Amount payable to the FLTL ERO Backstop Parties with the FLTL ERO Backstop Commitment Premium Equity Interests in accordance with the terms set forth in the FLTL ERO Backstop Agreement.]

[***FLTL ERO Backstop Commitment Premium Equity Interests*** means an amount of New Equity Interests equal to the value of the FLTL ERO Backstop Commitment Premium as further set forth in the FLTL ERO Backstop Agreement; *provided that* such New Equity Interests shall be issued at a 30% discount to the equity value of NewCo on the Effective Date.

**FLTL ERO Backstop Parties** means those parties that agree to backstop the FLTL Equity Rights Offering pursuant to the FLTL ERO Backstop Agreement, each in its respective capacity as such.

**FLTL Subscription Rights** means the subscription right to acquire New Equity Interests with an aggregate value equal to the FLTL Rights Offering Amount offered in accordance with the FLTL Equity Rights Offering Procedures; *provided, however*, that such New Equity Interests shall be issued at a 30% discount to the equity value of NewCo on the Effective Date.

[**FLTL Unsubscribed Shares** has the meaning set forth in the FLTL ERO Backstop Agreement].

**FWE I** means an entity formed on the Effective Date by Divisive Merger under the name Fieldwood Energy I LLC pursuant to the Plan of Merger.

**FWE I LLC Agreement** means the limited liability company agreement of FWE I, which shall be in substantially the form attached to the Apache Implementation Agreement.

**FWE I Assets** has the meaning set forth in the Plan of Merger.

**FWE I Obligations** has the meaning set forth in the Plan of Merger.

**FWE I Sole Manager** has the meaning ascribed to the term “Sole Manager” in the FWE I LLC Agreement, and shall include the sole manager appointed to FWE I upon the Effective Date and any successor thereto.

**FWE III** means the surviving entity under the name Fieldwood Energy III LLC following the Divisive Merger pursuant to the Plan of Merger.

**FWE III LLC Agreement** means the limited liability company agreement of FWE III, a form of which shall be included in the Plan Supplement.

**FWE III Assets** has the meaning set forth in the Plan of Merger.

**FWE III Obligations** has the meaning set forth in the Plan of Merger.

**FWE Assets** means, collectively, the FWE I Assets and FWE III Assets.

**FWE Parent** means Debtor Fieldwood Energy Inc.

**General Unsecured Claim** means any Claim against a Debtor, other than a DIP Claim, Postpetition Hedge Claim, Administrative Expense Claim (including a Fee Claim), FLFO Claim, FLTL Claim, SLTL Claim, Other Secured Claim, Priority Tax Claim, Priority Non-Tax Claim, Unsecured Trade Claim, Subordinated Securities Claim, or Intercompany Claim that is not entitled to priority under the Bankruptcy Code or any Final Order of the Bankruptcy Court.

For the avoidance of doubt, General Unsecured Claims shall not include FLTL Deficiency Claims or SLTL Deficiency Claims.

***GUC Warrant Agreement*** means a warrant agreement to be entered into by and among NewCo and the warrant agent named therein that shall govern the terms of the GUC Warrants, the form of which shall be acceptable to the Debtors, Required DIP Lenders, Requisite FLTL Lenders, the Requisite SLTL Lenders and the Creditors' Committee and which shall contain provisions as favorable as the provisions in the SLTL Tranche 1 Warrant Agreement or SLTL Tranche 2 Warrant Agreement.

***GUC Warrants*** means 8-year warrants for 3.5% of the New Equity Interests (calculated on a fully diluted basis giving effect to the New Equity Interests to be issued pursuant to Section 4.4(a)(i) of this Plan, the New Equity Interests issuable upon the exercise of the Subscription Rights, the Backstop Commitment Premium Equity Interests, and the New Equity Interests issuable upon the exercise of the New Money Warrants and SLTL Tranche 1 Warrants, but excluding the effect of any New Equity Interests issuable in connection with the Management Incentive Plan), with a strike price set at an equity value equal to \$1,321,000,000, the terms of which shall be set forth in the GUC Warrant Agreement; *provided*, that if the SLTL Tranche 2 Warrants are exercised, the GUC Warrants shall be subject to adjustment or true-up as necessary to retain such percentage after giving effect to the exercise of the SLTL Tranche 2 Warrants.

***Governmental Unit*** has the meaning set forth in section 101(27) of the Bankruptcy Code.

***Impaired*** means, with respect to a Claim, Interest, or a Class of Claims or Interests, "impaired" within the meaning of such term in section 1124 of the Bankruptcy Code.

***Indemnification Obligation*** means any existing or future obligation of any Debtor to indemnify current and former directors, officers, members, managers, agents or employees of any of the Debtors who served in such capacity, with respect to or based upon such service or any act or omission taken or not taken in any of such capacities, or for or on behalf of any Debtor, whether pursuant to agreement, the Debtors' respective memoranda, articles or certificates of incorporation, corporate charters, bylaws, operating agreements, limited liability company agreements, or similar corporate or organizational documents or other applicable contract or law in effect as of the Effective Date.

***Initial Distribution*** means the first Distribution that the Plan Administrator makes to holders of Allowed Claims.

***Initial Distribution Date*** means the date on which the Plan Administrator shall make the Initial Distribution, which shall not be less than five Business Days after the Effective Date.

***Intercompany Claim*** means any Claim against a Debtor held by another Debtor.

***Intercompany Interest*** means an Interest in a Debtor other than any Existing Equity Interest.

**Interest** means any common stock, limited liability company interest, equity security (as defined in section 101(16) of the Bankruptcy Code), equity, ownership, profit interests, unit, or share in any Debtor (including all options, warrants, rights, or other securities or agreements to obtain such an interest or share in such Debtor), whether or not arising under or in connection with any employment agreement and whether or not certificated, transferable, preferred, common, voting, or denominated “stock” or a similar security.

**Lien** has the meaning set forth in section 101(37) of the Bankruptcy Code.

**Management Incentive Plan** means the post-Effective Date management incentive plan of NewCo which shall provide for [up to] 10% of New Equity Interests on a fully diluted basis or other equity or similar interests in NewCo to be reserved for directors, managers, officers, and employees of NewCo or a subsidiary of NewCo (including the Credit Bid Purchaser) to be distributed on terms to be determined by the board of directors of NewCo.

**New Equity Interests** means the equity interests of NewCo to be issued (i) on the Effective Date (including the Backstop Commitment Premium Equity Interests and upon the exercise of the Subscription Rights), (ii) upon exercise of the New Money Warrants, the SLTL Warrants, or the GUC Warrants, (iii) under the Management Incentive Plan, or (iv) on or after the Effective Date as otherwise permitted pursuant to the NewCo Organizational Documents.

**New Intercreditor Agreement** means that certain Intercreditor Agreement, to be dated as of the Effective Date, by and among the First Lien Exit Facility Agent and the Second Lien Exit Facility Agent and the Credit Bid Purchaser, the form of which shall be contained in the Plan Supplement, acceptable to the Prepetition FLFO Administrative Agent, the First Lien Exit Facility Agent, the Requisite FLFO Lenders, the Debtors, the Required DIP Lenders, and the Requisite FLTL Lenders.

**NewCo** means [•], which is the direct or indirect owner of 100% of the equity interests of the Credit Bid Purchaser.

**NewCo Entities** means, collectively, NewCo and each of its direct and indirect subsidiaries.

**NewCo Organizational Documents** means the form of certificate of formation, limited liability company agreement, agreement of limited partnership, articles of incorporation, bylaws, trust agreements, or such other applicable formation documents of the NewCo and any of its subsidiaries, including any shareholders’ or stockholders’ agreement, which shall be (i) acceptable to the Debtors, the Requisite FLTL Lenders, and the Required DIP Lenders and (ii) (a) if NewCo or any of its subsidiaries are to be formed in a jurisdiction outside of the United States, reasonably acceptable to the Prepetition FLFO Administrative Agent or (b) if NewCo or any of its subsidiaries are to be formed in a jurisdiction within the United States, reasonably acceptable to the Prepetition FLFO Administrative Agent solely to the extent that it directly and adversely impacts the holders of Allowed FLFO Claims or First Lien Exit Facility Lenders.

**New Money Consideration** means, in the aggregate, the amount of Cash provided to the Debtors by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement.



**New Money Investment** means the investment of up to \$85 million in Cash into Credit Bid Purchaser by the New Money Second Lien Exit Facility Lenders in connection with, and upon consummation of, the Second Lien Exit Facility, subject to the terms of the Second Lien Backstop Commitment Letter.

**New Money Second Lien Exit Facility Lenders** means the lenders party to the Second Lien Exit Facility Credit Agreement participating in the New Money Investment.

**New Money Warrant Agreement** means a warrant agreement to be entered into by and among NewCo and the warrant agent named therein that shall govern the terms of the New Money Warrants, the form of which shall be acceptable to the Debtors, Required DIP Lenders and Requisite FLTL Lenders.

**New Money Warrants** means 7-year warrants for up to 24% of the New Equity Interests (calculated on a fully diluted basis giving effect to the New Equity Interests to be issued pursuant to Section 4.4(a)(i) of this Plan, the Backstop Commitment Premium Equity Interests, and the New Equity Interests issuable upon the exercise of the Subscription Rights, but excluding the effect of any New Equity Interests issuable upon exercise of the SLTL Warrants and GUC Warrants and any New Equity Interest issuable pursuant to the Management Incentive Plan), with a strike price of \$0.01, the terms of which shall be set forth in the New Money Warrant Agreement and which shall be issued and allocated in a manner consistent with the Second Lien Backstop Commitment Letter.

**Other Secured Claim** means any Secured Claim against a Debtor other than a Priority Tax Claim, FLFO Claim, FLTL Claim, and SLTL Claim.

**Person** means an individual, corporation, partnership, joint venture, association, joint stock company, limited liability company, limited liability partnership, trust, estate, unincorporated organization, governmental unit (as defined in section 101(27) of the Bankruptcy Code), or other Entity.

**Petition Date** means, with respect to a Debtor, the date on which such Debtor commenced its Chapter 11 Case.

**Plan** means this joint chapter 11 plan, including all appendices, exhibits, schedules, and supplements hereto (including any appendices, schedules, and supplements to the Plan contained in the Plan Supplement), as may be amended, supplemented or modified from time to time in accordance with the Bankruptcy Code and the terms hereof.

**Plan Administrator** means a person or entity selected by the Creditors' Committee, subject to the consent of the Debtors, Required DIP Lenders, and Requisite FLTL Lenders, with such consent not to be unreasonably withheld, that is charged with overseeing the tasks outlined in Section 5.9 of this Plan, or any successor thereto. The identity of the Plan Administrator shall be disclosed to the Bankruptcy Court before the Confirmation Hearing.

**Plan Administrator Agreement** means an agreement setting forth the economic arrangement and terms pursuant to which the Plan Administrator will perform its duties under this Plan.

**Plan Administrator Expense Reserve** means a segregated account not subject to the Liens of the Prepetition Agents or DIP Agent established by the Plan Administrator in accordance with Section 5.15 of this Plan.

**Plan Administrator Expense Reserve Amount** means Cash in an amount equal to \$8,000,000 to be funded into the Plan Administrator Expense Reserve on the Effective Date.

**Plan Distribution** means any initial or periodic payment or transfer of consideration to holders of Allowed Claims made under the Plan.

**Plan of Merger** means that certain Agreement and Plan of Merger, which shall be in substantially the form attached to the Apache Implementation Agreement.

**Plan of Merger Consent Rights** means any right of consent, notice, and other similar rights, if any, that are applicable to the vesting of assets in connection with the Plan of Merger.

**Plan of Merger Preferential Purchase Rights** means any preferential right to purchase, right of first refusal, right of first offer, drag-along rights, tag-along rights, and similar right the operation of which is triggered by the vesting of the FWE Assets in connection with the Plan of Merger.

**Plan Settlement** means the settlement of certain Claims and controversies pursuant to Section 5.1 of the Plan.

**Plan Supplement** means a supplement or supplements to the Plan containing certain documents and forms of documents, schedules, and exhibits relevant to the implementation of the Plan, which shall include: (a) the Amended Organizational Documents (if any), (b) information regarding the sole manager and independent director to be appointed at FWE I to the extent known and determined and other information required to be disclosed in accordance with section 1129(a)(5) of the Bankruptcy Code, (c) a schedule of retained Causes of Action, (d) the Schedule of Assumed Contracts, (e) the Plan Administrator Agreement; (f) the Credit Bid Purchase Agreement; (g) the NewCo Organizational Documents; (h) the Apache Definitive Documents; (i) the First Lien Exit Facility Agreement; (j) the Second Lien Exit Facility Agreement; (k) the New Intercreditor Agreement; (l) the New Money Warrant Agreements; (m) the GUC Warrant Agreement; and (n) any Additional Predecessor Agreement; *provided, however*, that the Debtors shall have the right to amend documents contained in, and exhibits thereto, the Plan Supplement in accordance with the terms of this Plan and the Restructuring Support Agreement (including the consent rights set forth therein).

**Postpetition Hedging Agreements** has the meaning set forth in that certain *Emergency Order (I) Authorizing Debtors to (A) Enter Into and Perform Under New Postpetition Hedging Agreements and (B) Grant Related Liens and Superiority Claims, (II) Modifying Automatic Stay, and (III) Granting Related Relief* entered on August 24, 2020 (ECF No. 242).

**Postpetition Hedge Claim** means a Claim arising pursuant to any Postpetition Hedging Agreement.

**Post-Effective Date Debtors** means the Debtors, as reorganized as of the Effective Date in accordance with this Plan, including FWE III. For the avoidance of doubt, the Post-Effective Date Debtors does not include NewCo or its subsidiaries (including the Credit Bid Purchaser), or FWE I.

**Post-Effective Date FWE Parent** means FWE Parent, as reorganized on the Effective Date in accordance with this Plan.

**Prepetition Agents** means, collectively, the Prepetition FLFO Administrative Agent, the Prepetition FLFO Collateral Agent, the Prepetition FLTL Administrative Agent, and the Prepetition SLTL Agent.

**Prepetition FLFO Administrative Agent** means Goldman Sachs Bank USA, solely in its capacity as administrative agent under the Prepetition FLFO Credit Agreement.

**Prepetition FLFO Advisors** means Vinson & Elkins, LLP, Shipman & Goodwin LLP (in its capacity as counsel to the Prepetition FLFO Collateral Agent), Opportune LLP, and any local or foreign advisors.

**Prepetition FLFO Collateral Agent** means Cantor Fitzgerald Securities, solely in its capacity as collateral agent under the Prepetition FLFO Credit Agreement.

**Prepetition FLFO Credit Agreement** means that certain *Second Amended and Restated Credit Agreement- First Out*, dated as of June 28, 2019, by and among Fieldwood Energy LLC, as borrower, Fieldwood Energy Inc., as holdings, the Prepetition FLFO Administrative Agent, the Prepetition FLFO Collateral Agent, and the Prepetition FLFO Lenders, and the other parties thereto, as in effect immediately before the Effective Date.

**Prepetition FLFO Lenders** means the Lenders (as defined in the Prepetition FLFO Credit Agreement) holding Prepetition FLFO Loans immediately before the Effective Date.

**Prepetition FLFO Loans** means the Loans (under and as defined in the Prepetition FLFO Credit Agreement) outstanding immediately before the Effective Date.

**Prepetition FLFO Secured Parties** means, collectively, the Prepetition FLFO Administrative Agent, the Prepetition FLFO Lenders, and the other Secured Parties (as defined in the Prepetition FLFO Credit Agreement) under the Prepetition FLFO Credit Agreement.

**Prepetition FLTL Administrative Agent** means Cantor Fitzgerald Securities, solely in its capacity as administrative agent and collateral agent under the Prepetition FLTL Credit Agreement.

**Prepetition FLTL Credit Agreement** means that certain *Amended and Restated First Lien Term Loan Agreement*, dated as of April 11, 2018, by and among Fieldwood Energy LLC, as borrower, Fieldwood Energy Inc., as holdings, the Prepetition FLTL Administrative Agent, and the Prepetition FLTL Lenders, and the other parties thereto, as in effect immediately before the Effective Date.

**Prepetition FLTL Lenders** means the Lenders (as defined in the Prepetition FLTL Credit Agreement) holding Prepetition FLTL Loans immediately before the Effective Date.

**Prepetition FLTL Loans** means the Loans (under and as defined in the Prepetition FLTL Credit Agreement) outstanding immediately before the Effective Date.

**Prepetition SLTL Administrative Agent** means Cortland Capital Market Services LLC, solely in its capacity as administrative agent and collateral agent under the Prepetition SLTL Credit Agreement.

**Prepetition SLTL Credit Agreement** means that certain *Amended and Restated Second Lien Term Loan Agreement*, dated as of April 11, 2018, by and among Fieldwood Energy LLC, as borrower, Fieldwood Energy Inc., as holdings, the Prepetition SLTL Administrative Agent, and the Prepetition SLTL Lenders, and the other parties thereto, as in effect immediately before the Effective Date.

**Prepetition SLTL Lenders** means the Lenders (as defined in the Prepetition SLTL Credit Agreement) holding Prepetition SLTL Loans immediately before the Effective Date.

**Prepetition SLTL Loans** means the Loans (under and as defined in the Prepetition SLTL Credit Agreement) outstanding immediately before the Effective Date.

**Principal FLFO Amount** has the meaning set forth in Section 4.3.

**Priority Non-Tax Claim** means any Claim other than an Administrative Expense Claim, or a Priority Tax Claim that is entitled to priority of payment as specified in section 507(a) of the Bankruptcy Code.

**Priority Tax Claim** means any Secured Claim or unsecured Claim of a Governmental Unit of the kind entitled to priority of payment as specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code.

**Pro Rata Share** means the proportion that an Allowed Claim or Interest in a particular Class bears to the aggregate amount of all Allowed Claims or Interests in that Class.

**Professional Person(s)** means any Person retained by order of the Bankruptcy Court in connection with these Chapter 11 Cases pursuant to sections 327, 328, 330, 331, 503(b), or 1103 of the Bankruptcy Code, excluding any ordinary course professional retained pursuant to an order of the Bankruptcy Court.

**Professional Fee Escrow** means an escrow account established and funded pursuant to section 2.2 of the Plan.

**Professional Fee Escrow Amount** means the aggregate unpaid Fee Claims through the Effective Date as estimated in accordance with section 2.2 of the Plan.

**Released Parties** means, collectively, (a) the Debtors, (b) the Post-Effective Date Debtors, (c) the DIP Agent and DIP Lenders under the DIP Facility, (d) the Prepetition FLFO Secured Parties, (e) the Consenting Creditors, (f) the Prepetition FLFO Collateral Agent, (g) the Prepetition FLTL Administrative Agent, (h) the Prepetition SLTL Agent, (i) the Creditors' Committee and the current and former members of the Creditors' Committee (solely in their capacities as such), (j) NewCo and all of its subsidiaries (including the Credit Bid Purchaser), (k) the Exit Facility Agents, (l) the Exit Facility Lenders, (m) the Second Lien Backstop Parties, (n) the ERO Backstop Parties, (o) the Apache PSA Parties, and (p) with respect to each of the foregoing Persons in clauses (a) through (o), each of their current and former affiliates, and each such Entity's and its current and former affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their current and former officers, members, managers, directors, equity holders (regardless of whether such interests are held directly or indirectly), principals, members, employees, agents, managed accounts or funds, management companies, fund advisors, investment advisors, advisory board members, financial advisors, partners (including both general and limited partners), attorneys, accountants, investment bankers, consultants, representatives and other professionals, such Persons' respective heirs, executors, estates, and nominees, in each case in their capacity as such, and any and all other persons or entities that may purport to assert any cause of action derivatively, by or through the foregoing entities.

**Releasing Parties** means collectively, (a) the holders of all Claims or Interests that vote to accept the Plan, (b) the holders of all Claims or Interests whose vote to accept or reject the Plan is solicited but that do not vote either to accept or to reject the Plan, (c) the holders of all Claims or Interests that vote, or are deemed, to reject the Plan but do not opt out of granting the releases set forth herein, (d) the holders of all Claims and Interests that were given notice of the opportunity to opt out of granting the releases set forth herein but did not opt out, and (e) the Released Parties (even if such Released Party purports to opt out of the releases set forth herein).

**Required DIP Lenders** has the meaning set forth in the Restructuring Support Agreement.

**Requisite FLFO Lenders** means, as of the date of determination, Prepetition FLFO Lenders holding at least a majority of the outstanding Prepetition FLFO Loans (inclusive of validly executed but unsettled trades) held by the Prepetition FLFO Lenders as of such date.

**Requisite FLTL Lenders** has the meaning set forth in the Restructuring Support Agreement.

**Requisite SLTL Lenders** has the meaning set forth in the Restructuring Support Agreement.

**Residual Distributable Value** means any distributable value of the Single Share of Post-Effective Date FWE Parent held by the Plan Administrator (a) after satisfaction of Allowed Administrative Expense Claims, Allowed Other Secured Claims, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, all Cure Amounts and (b) after satisfaction of all



fees, expenses, costs and other amounts pursuant to the Plan and incurred by the Post-Effective Date Debtors in connection with post-Effective Date operations and wind-down.

**Restructuring** means the restructuring of the Debtors, the principal terms of which are set forth in this Plan and the Plan Supplement.

**Restructuring Expenses** means the reasonable and documented fees and expenses incurred by (i) the Ad Hoc Group of Secured Lenders, (ii) the Prepetition FLFO Secured Parties, and (iii) the Ad Hoc Group of Prepetition SLTL Lenders in connection with the Chapter 11 Cases, including the fees and expenses of the Ad Hoc Group of Secured Lenders Advisors, the Prepetition FLFO Advisors, and Ad Hoc Group of Prepetition SLTL Lenders Advisors, in each case payable in accordance with the terms of any applicable agreements, engagement letters or fee letters executed with such parties or pursuant to the terms of the DIP Order and without the requirement for the filing of retention applications, fee applications, or any other application in the Chapter 11 Cases, which shall not be subject to any offset, defense, counterclaim, reduction, or creditor credit and, to the extent incurred prior to the Effective Date, shall be Allowed as Administrative Expense Claims upon incurrence; *provided, however*, Restructuring Expenses of the Ad Hoc Group of Prepetition SLTL Lenders shall be limited to and consist solely of the reasonable fees and expenses incurred by the Ad Hoc Group of Prepetition SLTL Lenders Advisors in their capacity as counsel to the Ad Hoc Group of Prepetition SLTL Lenders, and solely to the extent such fees and expenses have been incurred in support of the Restructuring Transactions and so long as the Ad Hoc Group of Prepetition SLTL Lenders are parties to the Restructuring Support Agreement.

**Restructuring Support Agreement** means that certain *Restructuring Support Agreement*, dated as of August 4, 2020, by and among Debtor Fieldwood Energy LLC, certain of its affiliates specified therein, the Consenting Creditors, and Apache, as the same may be amended, restated, or otherwise modified in accordance with its terms.

**Restructuring Transactions** means one or more transactions pursuant to section 1123(a)(5) of the Bankruptcy Code to occur on the Effective Date or as soon as reasonably practicable thereafter, that may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan and the Credit Bid Transaction, including (a) the consummation of the transactions provided for under or contemplated by the Plan and any mergers, divisive mergers, amalgamations, consolidations, arrangements, continuances, transfers, conversions, sales, dispositions, or other corporate transactions necessary or appropriate to implement the Plan, (b) the execution and delivery of appropriate agreements or other documents containing terms that are consistent with or reasonably necessary to implement the terms of the Plan or the Credit Bid Transaction and that satisfy the requirements of applicable law, (c) the Equity Rights Offerings, (d) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any property, right, liability, duty, or obligation on terms consistent with the terms of the Plan, and (d) all other actions that the Debtors, the Post-Effective Date Debtors or NewCo (or any of its subsidiaries, including the Credit Bid Purchaser), as applicable, determine are necessary or appropriate and consistent with the Plan or the Credit Bid Transaction. For the avoidance of doubt, Restructuring Transactions includes the Credit Bid Transaction and the Divisive Merger effectuated pursuant to the Plan of Merger.



***Schedule of Abandoned Properties*** means a schedule (as may be amended, modified, or supplemented from time to time) of the Debtors' rights to and interests in executory contracts and unexpired federal leases, rights-of-way, and right-of-use-and-easements to be abandoned pursuant to Section 5.14 of this Plan, a copy of which shall be filed with the Disclosure Statement and included in the Plan Supplement.

***Schedule of Assumed Contracts*** means the schedule of executory contracts and unexpired leases to be assumed by the Debtors pursuant to this Plan, if any, as the same may be amended, modified, or supplemented from time to time.

***Schedule of FWE I Oil & Gas Lease Interests*** means a schedule (as may be amended, modified, or supplemented from time to time) of the Debtors' interests in the oil and gas leases that shall constitute FWE I Assets, a copy of which shall be filed with the Disclosure Statement and included in the Plan Supplement.

***Schedule of FWE III Oil & Gas Lease Interests*** means a schedule (as may be amended, modified, or supplemented from time to time) of the Debtors' interests in the oil and gas leases that shall constitute FWE III Assets, a copy of which shall be filed with the Disclosure Statement and included in the Plan Supplement.

***Schedule of Purchased Oil & Gas Lease Interests*** means a schedule (as may be amended, modified, or supplemented from time to time) of the Debtors' interests in the oil and gas leases that will be acquired by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement, a copy of which shall be filed with the Disclosure Statement and included in the Plan Supplement.

***Schedules*** means any schedules of assets and liabilities, schedules of executory contracts and unexpired leases, and statements of financial affairs filed by the Debtors pursuant to section 521 of the Bankruptcy Code.

***Second Lien Backstop Commitment Letter*** means that certain backstop commitment letter, in form and substance (i) acceptable to the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders and (ii) reasonably acceptable to the Prepetition FLFO Administrative Agent and the First Lien Exit Facility Agent, to be entered into by and among Fieldwood Energy LLC, the Credit Bid Purchaser and the Backstop Parties, as may be amended, supplemented, or modified from time to time, pursuant to the terms thereof and consistent with the Restructuring Support Agreement, pursuant to which the Backstop Parties agreed to, among other things, backstop the Second Lien Exit Facility in accordance with the terms and conditions set forth therein.

***Second Lien Backstop Commitment Premium*** means a premium equal to 8% of the maximum principal amount of the Second Lien Exit Facility (*i.e.* \$185,000,000) payable to the Backstop Parties with the Second Lien Backstop Commitment Premium Equity Interests in accordance with the terms set forth in the Second Lien Backstop Commitment Letter.

***Second Lien Backstop Commitment Premium Equity Interests*** means an amount of New Equity Interests equal to the value of the Second Lien Backstop Commitment Premium as further set forth in the Second Lien Backstop Commitment Letter; *provided that* such New

Equity Interests shall be issued at a 30% discount to the equity value of NewCo on the Effective Date.

**Second Lien Backstop Party** has the meaning set forth in the Second Lien Backstop Commitment Letter.

**Second Lien Exit Facility** means the facility under the Second Lien Exit Facility Credit Agreement.

**Second Lien Exit Facility Agent** means the administrative agent under the Second Lien Exit Facility Credit Agreement.

**Second Lien Exit Facility Credit Agreement** means that certain credit agreement to be entered by the Credit Bid Purchaser, the Second Lien Exit Facility Agent and the Second Lien Exit Facility Lenders on the Effective Date that shall govern the Second Lien Exit Facility, which shall reflect and contain terms, conditions, representations, warranties, and covenants consistent with the Second Lien Exit Facility Term Sheet and otherwise be in form and substance (i) acceptable to the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders and (ii) reasonably acceptable to the Prepetition FLFO Administrative Agent and the First Lien Exit Facility Agent.

**Second Lien Exit Facility Documents** means, collectively, the Second Lien Exit Facility Credit Agreement, and any and all other agreements, documents, and instruments delivered or to be entered into in connection therewith, including any guarantee agreements, pledge and collateral agreements, intercreditor agreements, and other security documents, the terms of which documents shall be (i) acceptable to the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders and (ii) reasonably acceptable to the Prepetition FLFO Administrative Agent and the First Lien Exit Facility Agent.

**Second Lien Exit Facility Lenders** means the lenders party to the Second Lien Exit Facility Credit Agreement.

**Second Lien Exit Facility Term Sheet** means the term sheet filed with the Disclosure Statement, as may be amended from time to time with (i) the consent of the Required DIP Lenders and Requisite FLTL Lenders and (ii) the reasonable consent of the Prepetition FLFO Administrative Agent and First Lien Exit Facility Agent.

**Secured** means, when referring to a Claim: (a) secured by a Lien on property of a Debtor's Estate, the amount of which is equal to or less than the value of such property as (i) set forth in the Plan, (ii) agreed to by the holder of such Claim and the Debtors, or (iii) determined by a Final Order in accordance with section 506(a) of the Bankruptcy Code, or (b) secured by the amount of any right of setoff of the holder thereof in accordance with section 553 of the Bankruptcy Code.

**Security** means any "security" as such term is defined in section 101(49) of the Bankruptcy Code.

***SLTL Claims*** means all Claims, other than Claims subject to subordination in accordance with section 510(b) of the Bankruptcy Code, arising from or based upon the Prepetition SLTL Credit Agreement.

***SLTL Claims Allowed Amount*** means \$517,500,000.00 in principal, plus any accrued but unpaid interest or fees due under the Prepetition SLTL Credit Agreement as of the Petition Date.

***SLTL Deficiency Claim*** means any SLTL Claim or portion thereof that is not Secured, if any.

***SLTL Equity Rights Offering*** means that certain rights offering pursuant to which each holder of Allowed SLTL Claims is entitled to receive SLTL Subscription Rights to acquire New Equity Interests in the aggregate amount of the SLTL Equity Rights Offering Amount in accordance with the SLTL Equity Rights Offering Procedures, the terms and conditions of which shall be reasonably acceptable to the Debtors, Required DIP Lenders, Requisite FLTL Lenders, Requisite SLTL Lenders, the Prepetition FLFO Administrative Agent, and the First Lien Exit Facility Agent.

***SLTL Equity Rights Offering Amount*** means \$20,000,000.

***SLTL Equity Rights Offering Procedures*** means the procedures for the implementation of the SLTL Equity Rights Offering to be approved by the Bankruptcy Court.

***SLTL ERO Backstop Agreement*** means that certain [Equity Backstop Commitment Agreement], in form and substance reasonably acceptable to the Debtors, the Required DIP Lenders, the Requisite FLTL Lenders, the Requisite SLTL Lenders, the Prepetition FLFO Administrative Agent, and the First Lien Exit Facility Agent, to be entered into by and among Fieldwood Energy LLC, NewCo, and the SLTL ERO Backstop Parties, as may be amended, supplemented, or modified from time to time, pursuant to which the SLTL ERO Backstop Parties agreed to, among other things, backstop the SLTL Equity Rights Offering with the terms and conditions set forth therein[; *provided that*, the form of the [Equity Backstop Commitment Agreement] attached hereto as Exhibit [•] shall be deemed acceptable to the Debtors, the Required DIP Lenders, Requisite FLTL Lenders and Requisite SLTL Lenders [and reasonably acceptable to the Prepetition FLFO Administrative Agent and the First Lien Exit Facility Agent].]

[***SLTL ERO Backstop Commitment Percentage*** has the meaning set forth in the SLTL ERO Backstop Agreement.]

[***SLTL ERO Backstop Commitment Premium*** means a premium equal to 8% of the SLTL Equity Rights Offering Amount payable to the SLTL ERO Backstop Parties with the SLTL ERO Backstop Commitment Premium Equity Interests in accordance with the terms set forth in the SLTL ERO Backstop Agreement.]

[***SLTL ERO Backstop Commitment Premium Equity Interests*** means an amount of New Equity Interests equal to the value of the SLTL ERO Backstop Commitment Premium as

further set forth in the SLTL ERO Backstop Agreement; *provided that* such New Equity Interests shall be issued at a 30% discount to the equity value of NewCo on the Effective Date.

***SLTL ERO Backstop Parties*** means those parties that agree to backstop the SLTL Equity Rights Offering pursuant to the SLTL ERO Backstop Agreement, each in its respective capacity as such.

***SLTL Subscription Rights*** means the subscription right to acquire New Equity Interests with an aggregate value equal to the SLTL Rights Offering Amount offered in accordance with the SLTL Equity Rights Offering Procedures; *provided, however*, that such New Equity Interests shall be issued at a 30% discount to the equity value of NewCo on the Effective Date.

***SLTL Tranche 1 Warrant Agreement*** means a warrant agreement to be entered into by and among NewCo and the warrant agent named therein that shall govern the terms of the SLTL Tranche 1 Warrants, the form of which shall be acceptable to the Debtors, Required DIP Lenders, Requisite FLTL Lenders, the Creditors' Committee, and the Requisite SLTL Lenders.

***SLTL Tranche 1 Warrants*** means 8-year warrants for 25% of the New Equity Interests (calculated on a fully diluted basis giving effect to the New Equity Interests to be issued pursuant to Section 4.4(a)(i) of this Plan, the New Equity Interests issuable upon the exercise of the Subscription Rights, the Backstop Commitment Premium Equity Interests, and the New Equity Interests issuable upon the exercise of the New Money Warrants and GUC Warrants, but excluding the effect of any New Equity Interests issuable upon exercise of the SLTL Tranche 2 Warrants and any New Equity Interests issuable in connection with the Management Incentive Plan), with a strike price set at an equity value equal to \$1,321,000,000, the terms of which shall be set forth in the SLTL Tranche 1 Warrant Agreement.

***SLTL Tranche 2 Warrant Agreement*** means a warrant agreement to be entered into by and among NewCo and the warrant agent named therein that shall govern the terms of the SLTL Tranche 2 Warrants, the form of which shall be acceptable to the Debtors, Required DIP Lenders, Requisite FLTL Lenders, the Creditors' Committee, and the Requisite SLTL Lenders.

***SLTL Tranche 2 Warrants*** means 8-year warrants for 32.50% of the New Equity Interests (calculated on a fully diluted basis giving effect to the New Equity Interests to be issued pursuant to Section 4.4(a)(i) of this Plan, the New Equity Interests issuable upon the exercise of the Subscription Rights, the Backstop Commitment Premium Equity Interests, and the New Equity Interests issuable upon the exercise of the New Money Warrants, the SLTL Tranche 1 Warrants, and the GUC Warrants (excluding any adjustment or true-up of the GUC Warrants as described in the definition thereof), but excluding the effect of any New Equity Interests issuable in connection with the Management Incentive Plan), with a strike price set at an equity value equal to \$1,585,200,000, the terms of which shall be set forth in the SLTL Tranche 2 Warrant Agreement.

[*SLTL Unsubscribed Shares* has the meaning set forth in the SLTL ERO Backstop Agreement].

*SLTL Warrants* means, collectively, the SLTL Tranche 1 Warrants and the SLTL Tranche 2 Warrants.

*Specified Administrative Expense Claims* means Administrative Expense Claims other than (a) Administrative Expense Claims that are to be assumed by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement; (b) Cure Amounts; and (c) Fee Claims, Restructuring Expenses, any fees and expenses payable pursuant to sections 2.3 and 2.4 of this Plan, any fees and expenses payable or reimbursable by the Debtors or Post-Effective Date Debtors pursuant to the Second Lien Backstop Commitment Letter, Credit Bid Purchase Agreement, or First Lien Exit Facility Commitment Letter (including termination fees, if any), Apache Fees and Expenses and Apache Implementation Costs, and Statutory Fees.

*Standby Loan Agreement* has the meaning set forth in the Apache Implementation Agreement.

*Standby Credit Facility Documents* has the meaning set forth in the Apache Implementation Agreement.

*Statutory Fees* means all fees and charges assessed against the Estates pursuant to sections 1911 through 1930 of chapter 123 of title 28 of the United States Code.

*Subordinated Securities Claim* means a Claim that is subject to subordination in accordance with sections 510(b) of the Bankruptcy Code or otherwise.

*Subscription Rights* means, collectively, the FLTL Subscription Rights and SLTL Subscription Rights.

*Tax Code* means the Internal Revenue Code of 1986, as amended from time to time.

*Toggle Amount* means \$35,000,000 or such higher amount as may be mutually agreed between the Debtors, the Required DIP Lenders, and the Requisite FLTL Lenders.

*Toggle Date* has the meaning set forth in Section 5.2(c).

*Toggle Motion* has the meaning set forth in Section 5.2(c)(i).

*Trade Agreement* means a trade agreement entered into or to be entered into between the Debtors, [a NewCo Entity], and a Trade Creditor that will be provided by the Debtors to each Trade Creditor and that provides for, among other things, waiver of any and all liens against the Debtors, their assets and any co-owned assets, or any other affiliated person or entity (including any co-working interest owner of the Debtors), or any such person's or entity's respective assets or property (real or personal), regardless of the statute or other legal authority upon which the lien is asserted, held or asserted by the Trade Creditor relating to the Unsecured Trade Claim, and an agreement by such Trade Creditor to continue to provide post-Effective

Date trade terms that are no less favorable than the terms provided to the Debtors prior to the Petition Date

***Trade Creditor*** means a third-party provider of goods or services to the Debtors that holds an Unsecured Trade Claim against the Debtors arising from the provision of such goods and services.

***Unimpaired*** means, with respect to a Claim, Interest, or Class of Claims or Interests, not “impaired” within the meaning of sections 1123(a)(4) and 1124(2) of the Bankruptcy Code.

***Unsecured Trade Claim*** means any unsecured claim (or secured claim that becomes unsecured by agreement, settlement, or order of the Bankruptcy Court) of a Trade Creditor that is held by a Trade Creditor that has elected such claim to be treated as an Unsecured Trade Claim under this Plan and enters into or agrees to enter into a Trade Agreement; *provided, however*, that in no event shall any claim against the Debtors that arises in connection with a joint interest billing arrangement constitute an Unsecured Trade Claim.

***U.S. Trustee*** means the United States Trustee for Region 7.

***Voting Deadline*** means April 26, 2021 at 4:00 p.m. (Prevailing Central Time), or such date and time as may set by the Bankruptcy Court.

## **1.2 Interpretation; Application of Definitions; Rules of Construction.**

Unless otherwise specified, all section or exhibit references in the Plan are to the respective section in or exhibit to the Plan, as the same may be amended, waived, or modified from time to time in accordance with the terms hereof. The words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to the Plan as a whole and not to any particular section, subsection, or clause contained therein and have the same meaning as “in the Plan,” “of the Plan,” “to the Plan,” and “under the Plan,” respectively. The words “includes” and “including” are not limiting. The headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or plural, shall include both the singular and plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (b) any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (c) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (d) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

## **1.3 Reference to Monetary Figures.**

All references in the Plan to monetary figures shall refer to the legal tender of the United States of America unless otherwise expressly provided.



#### **1.4 Controlling Document.**

In the event of an inconsistency between the Plan and the Plan Supplement, the terms of the relevant document in the Plan Supplement shall control unless otherwise specified in such Plan Supplement document. In the event of an inconsistency between the Plan and the First Lien Exit Facility Commitment Letter, the First Lien Exit Facility Commitment Letter shall control. In the event of an inconsistency between the Plan and the Second Lien Backstop Commitment Letter, the Second Lien Backstop Commitment Letter shall control. The provisions of the Plan, the First Lien Exit Facility Commitment Letter, the Second Lien Backstop Commitment Letter, and of the Confirmation Order shall be construed in a manner consistent with each other so as to effectuate the purposes of each; *provided*, that if there is determined to be any inconsistency between (a) any provision of the Plan, the First Lien Exit Facility Commitment Letter, and any provision of the Confirmation Order that cannot be so reconciled, or (b) any provision of the Plan, the Second Lien Backstop Commitment Letter, and any provision of the Confirmation Order that cannot be so reconciled, then, solely to the extent of such inconsistency, the provisions of the Confirmation Order shall govern.

#### **1.5 Certain Consent Rights**

Notwithstanding anything herein to the contrary, and without limiting the Debtors' fiduciary duties, any and all consent rights of any party set forth in the Restructuring Support Agreement with respect to the form and substance of this Plan, the Plan Supplement, any supplement to the Disclosure Statement, any other Definitive Documents and any agreements or documents referenced in this Plan or the Plan Supplement, including any amendments, restatements, supplements, or other modifications to such documents, and any consents, waivers, or other deviations under or from any such documents, shall be incorporated herein by this reference and fully enforceable as if stated in full herein until such time as the Restructuring Support Agreement is terminated in accordance with its terms.

### **ARTICLE II. ADMINISTRATIVE EXPENSE CLAIMS, FEE CLAIMS, DIP CLAIMS, AND PRIORITY TAX CLAIMS.**

#### **2.1 Treatment of Administrative Expense Claims.**

On (or as soon thereafter as is reasonably practicable) the later of (a) the Effective Date and (b) the first Business Day after the date that is thirty (30) calendar days after the date each Administrative Expense Claim becomes an Allowed Administrative Expense Claim, each holder of an Allowed Administrative Expense Claim (other than a Fee Claim) shall receive in full and final satisfaction of such Claim, either (x) Cash in an amount equal to the Allowed amount of such Claim or such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code or (y) such other treatment as to which the Debtors, the Post-Effective Date Debtors, or NewCo and its subsidiaries (including the Credit Bid Purchaser), as applicable, and the holder of such Allowed Administrative Expense Claim will have agreed upon in writing; *provided*, that Allowed Administrative Expense Claims representing liabilities incurred in the ordinary course of business by the Debtors, as Debtors in Possession, shall be paid by the Debtors or the Post-Effective Date Debtors, as applicable, in the ordinary course of

business, consistent with past practice and in accordance with the terms and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents establishing, such liabilities; *provided, further*, that any Allowed Administrative Expense Claim assumed by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement shall be solely an obligation of the Credit Bid Purchaser and the holder of such assumed Claim shall have no recourse to or Claim against the Debtors or Post-Effective Date Debtors or their assets and properties.

## 2.2 Treatment of Fee Claims.

(a) Final Fee Applications. All final requests for the allowance and payment of Fee Claims shall be filed no later than 45 days after the Effective Date unless such date is extended by order of the Bankruptcy Court.

(b) Professional Fee Escrow Amount. All Professional Persons shall estimate in good faith their unpaid Fee Claims before and as of the Effective Date and shall deliver such estimate to the Debtors at least three (3) calendar days before the Effective Date; *provided, however*, that such estimate shall not limit or be deemed to limit the amount of the fees and expenses that are the subject of the Professional Person's final request for payment of Fee Claims. If a Professional Person does not provide such estimate, the Debtors and Post-Effective Date Debtors may estimate the unbilled fees and expenses of such Professional Person; *provided, however*, that such estimate shall not be considered an admission or limitation with respect to the fees and expenses incurred by, or payable to, such Professional Person. The total amount so estimated as of the Effective Date shall comprise the Professional Fee Escrow Amount.

(c) Professional Fee Escrow. If the Professional Fee Escrow Amount is greater than zero, then as soon as reasonably practicable after the Confirmation Date and no later than the Effective Date, the Debtors will establish and fund the Professional Fee Escrow with cash equal to the Professional Fee Escrow Amount and no Liens, Claims, or interests will encumber the Professional Fee Escrow in any way. The Professional Fee Escrow (including funds held in the Professional Fee Escrow) will (i) not be and will not be deemed to be property of the Debtors or the Post-Effective Date Debtors and (ii) will be held in trust for the Professional Persons; *provided, however*, that funds remaining in the Professional Fee Escrow after all Allowed Fee Claims have been irrevocably paid in full will revert to the Post-Effective Date Debtors. Allowed Fee Claims will be paid in cash to such Professional Persons from funds held in the Professional Fee Escrow as soon as reasonably practicable after such Claims are Allowed by an order of the Bankruptcy Court; *provided, however*, that the Debtors' obligations with respect to Fee Claims will not be limited nor deemed to be limited in any way to the balance of funds held in the Professional Fee Escrow.

If the amount of funds in the Professional Fee Escrow is insufficient to fund payment in full of all Allowed Fee Claims and any other Allowed amounts owed to Professional Persons, the deficiency will be promptly funded to the Professional Fee Escrow from the Debtors' estates and/or by Post-Effective Date Debtors without any further action or order of the Bankruptcy Court.

(d) Post-Effective Date Fees and Expenses. On and after the Effective Date, the Debtors and the Post-Effective Date Debtors, as applicable, will pay in cash in the ordinary course of business and without any further action or order of the Bankruptcy Court, the reasonable legal, professional, or other fees and expenses that are (i) related to implementation of the Plan and (ii) incurred by the Debtors or Post-Effective Date Debtors, as applicable, on and after the Effective Date.

On the Effective Date, any requirement that Professional Persons comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services provided after such date shall terminate, and the Debtors or Post-Effective Date Debtors may employ and pay any post-Effective Date fees and expenses of any Professional Person without any further notice to or action, order, or approval of the Bankruptcy Court.

### **2.3 Treatment of DIP Claims.**

As of the Effective Date, the DIP Claims shall be Allowed in the full amount outstanding under the DIP Credit Agreement, including principal, interest, fees, costs, other charges, and expenses provided for thereunder. In full and final satisfaction, settlement, release, and discharge of each Allowed DIP Claim, on the Effective Date, each holder of such Allowed DIP Claim shall receive either (a) payment in full in Cash or (b) such other treatment as to which the Debtors or the Post-Effective Date Debtors, as applicable, and the holder of such Allowed DIP Claims will have agreed upon in writing. On the Effective Date, all Liens granted to secure the Allowed DIP Claims shall be terminated and of no further force and effect.

### **2.4 Payment of Fees and Expenses Under DIP Order.**

On the later of (a) the Effective Date and (b) the date on which such fees, expenses, or disbursements would be required to be paid under the terms of the DIP Order, the Debtors or the Post-Effective Date Debtors (as applicable) shall pay all fees, expenses, and disbursements of the DIP Agent and DIP Lenders, in each case that have accrued and are unpaid as of the Effective Date and are required to be paid under or pursuant to the DIP Order. After the Effective Date, the Post-Effective Date Debtors shall continue to reimburse the DIP Agent and the DIP Lenders for the reasonable fees and expenses (including reasonable and documented legal fees and expenses) incurred by the DIP Agent and the DIP Lenders after the Effective Date in accordance with the terms of the DIP Documents. The Post-Effective Date Debtors shall pay all of the amounts that may become payable to the DIP Agent or any of the DIP Lenders in accordance with the terms of the DIP Documents and the DIP Order.

### **2.5 Treatment of Priority Tax Claims.**

On the Effective Date or as soon thereafter as is reasonably practicable (but in no event later than 30 days after the Effective Date), each holder of an Allowed Priority Tax Claim shall receive in full and final satisfaction of such Claim, either (a) Cash in an amount equal to the Allowed amount of such Claim or such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code or (b) or such other treatment as to which the Debtors, the Post-Effective Date Debtors or NewCo and its subsidiaries (including the Credit Bid Purchaser) as applicable, and the holder of such Allowed Priority Tax Claim will have agreed upon in

writing; *provided*, that Allowed Priority Tax Claims representing liabilities incurred in the ordinary course of business by the Debtors, as Debtors in Possession, shall be paid by the Debtors or the Post-Effective Date Debtors, as applicable, in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents establishing, such liabilities; *provided, further*, that any Allowed Priority Tax Claim assumed by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement shall be solely an obligation of the Credit Bid Purchaser and the holder of such assumed Claim shall have no recourse to or Claim against the Debtors or Post-Effective Date Debtors or their assets and properties.

## **2.6 Restructuring Expenses.**

On the Effective Date, or as soon as reasonably practicable thereafter, the Debtors or the Post-Effective Date Debtors, as applicable, shall pay in full in Cash (to the extent not previously paid during the course of the Chapter 11 Cases) all outstanding Restructuring Expenses billed through the Effective Date, in accordance with the terms of the applicable orders, engagement letters, or other applicable contractual arrangements. All parties entitled to payment pursuant to this Section 2.6 shall estimate their accrued Restructuring Expenses before and as of the Effective Date and shall deliver such estimates to the Debtors at least three Business Days before the Effective Date; *provided*, that such estimate shall not be considered an admission or limitation with respect to the fees and expenses of such parties. On the Effective Date, final invoices for all Restructuring Expenses incurred before and as of the Effective Date shall be submitted to the Debtors. In addition, the Debtors and the Post-Effective Date Debtors (as applicable) shall continue to pay post-Effective Date, when due and payable in the ordinary course, Restructuring Expenses related to implementation, consummation and defense of the Plan.

## **2.7 Postpetition Hedge Claims.**

On (or as soon thereafter as is reasonably practicable) the later of (a) the Effective Date and (b) the first Business Day on which the Allowed Postpetition Hedge Claim becomes due and owing in accordance with the terms of and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents establishing, such liabilities, each holder of an Allowed Postpetition Hedge Claim shall receive in full and final satisfaction of such Claim, either (x) Cash in an amount equal to the Allowed amount of such Claim or such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code or (y) such other treatment as to which the Debtors, the Post-Effective Date Debtors, or NewCo and its subsidiaries (including the Credit Bid Purchaser), as applicable, and the holder of such Allowed Postpetition Hedge Claim will have agreed upon in writing; *provided*, that any Allowed Postpetition Hedge Claim assumed by the Credit Bid Purchaser in accordance with the foregoing clause (y) pursuant to the Credit Bid Purchase Agreement shall be solely an obligation of the Credit Bid Purchaser and the holder of such assumed Claim shall have no recourse to or Claim against the Debtors or Post-Effective Date Debtors or their assets and properties. Nothing herein shall modify any of the contractual rights under a Postpetition Hedging Agreement of a holder of an Allowed Postpetition Hedge Claim in their capacity as a holder of an Allowed Postpetition Hedge Claim.

### ARTICLE III. CLASSIFICATION OF CLAIMS AND INTERESTS.

#### 3.1 Classification in General.

A Claim or Interest is placed in a particular Class for all purposes, including voting, confirmation, and distribution under the Plan and under sections 1122 and 1123(a)(1) of the Bankruptcy Code; *provided, however*, that a Claim or Interest is placed in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and such Claim or Interest has not been satisfied, released, or otherwise settled before the Effective Date.

#### 3.2 Formation of Debtor Groups for Convenience Only.

The Plan groups the Debtors together solely for the purpose of describing treatment under the Plan, confirmation of the Plan, and making Plan Distributions in respect of Claims against and Interests in the Debtors under the Plan. Such groupings shall not affect any Debtor's status as a separate legal entity, change the organizational structure of the Debtors' business enterprise, constitute a change of control of any Debtor for any purpose, cause a merger of consolidation of any legal entities, or cause the transfer of any Assets; and, except as otherwise provided by or permitted under the Plan, all Debtors shall continue to exist as separate legal entities.

#### 3.3 Summary of Classification of Claims and Interests.

The following table designates the Classes of Claims against and Interests in the Debtors and specifies which Classes are: (a) Impaired and Unimpaired under the Plan; (b) entitled to vote to accept or reject the Plan in accordance with section 1126 of the Bankruptcy Code; and (c) presumed to accept or deemed to reject the Plan. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims and Priority Tax Claims have not been classified. The classification of Claims and Interests set forth herein shall apply separately to each Debtor.

<u>Class</u>	<u>Type of Claim or Interest</u>	<u>Impairment</u>	<u>Entitled to Vote</u>
Class 1	Other Secured Claims	Impaired	Yes
Class 2	Priority Non-Tax Claims	Unimpaired	No (Presumed to accept)
Class 3	FLFO Claims	Impaired	Yes
Class 4	FLTL Claims	Impaired	Yes
Class 5	SLTL Claims	Impaired	Yes
Class 6A	Unsecured Trade Claims	Impaired	Yes
Class 6B	General Unsecured Claims	Impaired	Yes
Class 7	Intercompany Claims	Unimpaired	No (Presumed to accept)
Class 8	Subordinated Securities Claims	Impaired	No (Deemed to reject)
Class 9	Intercompany Interests	Unimpaired	No (Presumed to accept)
Class 10	Existing Equity Interests	Impaired	No (Deemed to reject)

### **3.4 Special Provision Governing Unimpaired Claims.**

Except as otherwise provided in this Plan, nothing under this Plan shall affect the rights of the Debtors or the Post-Effective Date Debtors, as applicable, in respect of any Unimpaired Claims, including all rights in respect of legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

### **3.5 Separate Classification of Other Secured Claims.**

Although all Other Secured Claims have been placed in one Class for purposes of nomenclature within the Plan, each Other Secured Claim, to the extent secured by a Lien on Collateral different from the Collateral securing a different Other Secured Claim, shall be treated as being in a separate sub-Class for the purposes of voting to accept or reject the Plan and receiving Plan Distributions.

### **3.6 Elimination of Vacant Classes.**

Any Class that, as of the commencement of the Confirmation Hearing, does not have at least one holder of a Claim or Interest that is Allowed in an amount greater than zero for voting purposes that votes on the Plan shall be considered vacant, deemed eliminated from the Plan for purposes of voting to accept or reject the Plan, and disregarded for purposes of determining whether the Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to such Class.

### **3.7 Voting Classes; Presumed Acceptance by Non-Voting Classes.**

With respect to each Debtor, if a Class contained Claims eligible to vote and no holder of Claims eligible to vote in such Class votes to accept or reject the Plan, the Plan shall be presumed accepted by the holders of such Claims in such Class.

### **3.8 Voting; Presumptions; Solicitation.**

(a) **Acceptance by Certain Impaired Classes.** Only holders of Allowed Claims in Classes 1, 3, 4, 5, 6A, and 6B are entitled to vote to accept or reject the Plan. An Impaired Class of Claims shall have accepted the Plan if (i) the holders of at least two-thirds (2/3) in amount of the Allowed Claims actually voting in such Class have voted to accept the Plan and (ii) the holders of more than one-half (1/2) in number of the Allowed Claims actually voting in such Class have voted to accept the Plan.

(b) **Presumed Acceptance by Unimpaired Classes.** Holders of Claims and Interests in Classes 2, 7 and 9 are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Accordingly, such holders are not entitled to vote to accept or reject the Plan.

(c) **Deemed Rejection by Certain Impaired Classes.** Holders of Claims in Class 8 and Class 10 are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Accordingly, such holders are not entitled to vote to accept or reject the Plan.



### 3.9 Cramdown.

If any Class is deemed to reject the Plan or is entitled to vote on the Plan and does not vote to accept the Plan, the Debtors may (a) seek confirmation of the Plan under section 1129(b) of the Bankruptcy Code or (b) amend or modify the Plan in accordance with the terms hereof and the Bankruptcy Code. If a controversy arises as to whether any Claims or Interests, or any class of Claims or Interests, are impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

### 3.10 No Waiver.

Nothing contained in the Plan shall be construed to waive a Debtor's or other Person's right to object on any basis to any Disputed Claim.

## ARTICLE IV. TREATMENT OF CLAIMS AND INTERESTS.

### 4.1 Class 1: Other Secured Claims.

(a) **Treatment:** Except to the extent that a holder of an Allowed Other Secured Claim agrees to a less favorable treatment, in full and final satisfaction of such Allowed Other Secured Claim, at the option of the Debtors or the Post-Effective Date Debtors, such holder shall receive either (i) payment in full in Cash, payable on the later of the Effective Date and the date that is ten (10) Business Days after the date on which such Other Secured Claim becomes an Allowed Other Secured Claim, in each case, or as soon as reasonably practicable thereafter, (ii) such other treatment so as to render such holder's Allowed Other Secured Claim Unimpaired, or (iii) any other treatment consistent with the provisions of section 1129 of the Bankruptcy Code, including by providing such holder with the "indubitable equivalent" of their Allowed Other Secured Claim (which, for the avoidance of doubt, may be in the form of a multi-year promissory note or other financial instrument); *provided*, that any Allowed Other Secured Claim assumed by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement shall be solely an obligation of the Credit Bid Purchaser and the holder of such assumed Claim shall have no recourse to or Claim against the Debtors or Post-Effective Date Debtors or their assets and properties.

(b) **Impairment and Voting:** Allowed Other Secured Claims are Impaired. Holders of Allowed Other Secured Claims are entitled to vote on the Plan.

### 4.2 Class 2: Priority Non-Tax Claims.

(a) **Treatment:** Except to the extent that a holder of an Allowed Priority Non-Tax Claim agrees to a less favorable treatment, in full and final satisfaction of such Allowed Priority Non-Tax Claim, each holder of an Allowed Priority Non-Tax Claim shall, at the option of the Debtors or the Post-Effective Date Debtors (i) be paid in full in Cash or (ii) otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code, payable on the later of the Effective Date and the date that is ten (10) Business Days after the date on which such Priority Non-Tax Claim becomes an Allowed Priority Non-Tax Claim, in

each case, or as soon as reasonably practicable thereafter; *provided*, that any Allowed Priority Non-Tax Claim assumed by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement shall be solely an obligation of the Credit Bid Purchaser and the holder of such assumed Claim shall have no recourse to or Claim against the Debtors or Post-Effective Date Debtors or their assets and properties.

(b) **Impairment and Voting:** Allowed Priority Non-Tax Claims are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the holders of Allowed Priority Non-Tax Claims are conclusively presumed to accept the Plan and are not entitled to vote to accept or reject the Plan, and the votes of such holders shall not be solicited with respect to such Allowed Priority Non-Tax Claims.

#### **4.3 Class 3: FLFO Claims.**

(a) **Treatment:** Except to the extent that a holder of an Allowed FLFO Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction of such Allowed FLFO Claim, (a) each holder of an Allowed FLFO Claim shall receive its Pro Rata Share of the FLFO Distribution Amount and (b) all remaining Allowed FLFO Claims shall be assumed by the NewCo Entities as modified to the extent set forth in the First Lien Exit Facility Documents. The Liens securing the FLFO Claims that attach to the Credit Bid Acquired Interests shall be retained and deemed assigned to the First Lien Exit Facility Agent upon the Effective Date to secure the obligations under the First Lien Exit Facility.

(b) **Impairment and Voting:** FLFO Claims are Impaired. Holders of Allowed FLFO Claims are entitled to vote on the Plan.

(c) **Allowance:** The FLFO Claims shall be deemed Allowed on the Effective Date in the FLFO Claims Allowed Amount.

#### **4.4 Class 4: FLTL Claims.**

(a) **Treatment:** Except to the extent that a holder of an Allowed FLTL Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction of and in exchange for such Allowed FLTL Claim and in consideration for the Credit Bid Transaction, each holder of an Allowed FLTL Claim shall receive its Pro Rata Share of:

- (i) 100% of the New Equity Interests, subject to dilution by (w) the Backstop Commitment Equity Premium Interests, (x) the New Equity Interests issued upon exercise of the Subscription Rights, (y) any New Equity Interests issued upon the exercise of the New Money Warrants, SLTL Warrants, or the GUC Warrants, and (z) any New Equity Interests issued pursuant to the Management Incentive Plan; and
- (ii) the FLTL Subscription Rights.

(b) **Impairment and Voting:** FLTL Claims are Impaired. Holders of Allowed FLTL Claims are entitled to vote on the Plan.

(c) **Allowance:** The FLTL Claims shall be deemed Allowed on the Effective Date in the aggregate amount of the FLTL Claims Allowed Amount.

#### **4.5 Class 5: SLTL Claims.**

(d) **Treatment:** Except to the extent that a holder of an Allowed SLTL Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction of and in exchange for such Allowed SLTL Claim, each holder of an Allowed SLTL Claim shall receive its Pro Rata Share of:

- (iii) the SLTL Warrants; and
- (iv) the SLTL Subscription Rights.

(e) **Impairment and Voting:** SLTL Claims are Impaired. Holders of Allowed SLTL Claims are entitled to vote on the Plan.

(f) **Allowance:** The SLTL Claims shall be deemed Allowed on the Effective Date in the aggregate amount of the SLTL Claims Allowed Amount.

#### **4.6 Class 6A: Unsecured Trade Claims.**

(a) **Treatment:** Except to the extent that a holder of an Allowed Unsecured Trade Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction of and in exchange for such Allowed Unsecured Trade Claim, each holder of an Allowed Unsecured Trade Claim that has executed a Trade Agreement shall receive:

- (i) if 14% of the aggregate amount of all Allowed Unsecured Trade Claims is less than or equal to \$8,000,000, Cash in an amount equal to 14% of the Allowed amount of such holder's Allowed Unsecured Trade Claim; or
- (ii) if 14% of the aggregate amount of Allowed Unsecured Trade Claims is greater than \$8,000,000, its Pro Rata share of \$8,000,000.

(b) **Impairment and Voting:** Unsecured Trade Claims are Impaired. Holders of Unsecured Trade Claims are entitled to vote on the Plan.

#### **4.7 Class 6B: General Unsecured Claims.**

(c) **Treatment:** Except to the extent that a holder of an Allowed General Unsecured Claim agrees to less favorable treatment, on or after the Effective Date, in full and final satisfaction of and in exchange for such Allowed General Unsecured Claim, each holder of an Allowed General Unsecured Claim shall receive, up to the full amount of such holder's Allowed General Unsecured Claim, its Pro Rata Share of:

- (i) the GUC Warrants; and

(ii) any Residual Distributable Value.

(b) **Impairment and Voting:** General Unsecured Claims are Impaired. Holders of General Unsecured Claims are entitled to vote on the Plan.

**4.8 Class 7: Intercompany Claims.**

(a) **Treatment:** On or after the Effective Date, all Intercompany Claims shall be adjusted, reinstated, or discharged in the Debtors' or Post-Effective Date Debtors' discretion.

(b) **Impairment and Voting:** All Allowed Intercompany Claims are deemed Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the holders of Allowed Intercompany Claims are conclusively presumed to accept the Plan and are not entitled to vote to accept or reject the Plan, and the votes of such holders shall not be solicited with respect to such Allowed Intercompany Claims.

**4.9 Class 8: Subordinated Securities Claims.**

(a) **Treatment:** All Subordinated Securities Claims, if any, shall be discharged, cancelled, released, and extinguished as of the Effective Date, and will be of no further force or effect, and holders of Allowed Subordinated Securities Claims will not receive any distribution on account of such Allowed Subordinated Securities Claims.

(b) **Impairment and Voting:** Allowed Subordinated Securities Claims are Impaired. In accordance with section 1126(g) of the Bankruptcy Code, holders of Subordinated Securities Claims are conclusively presumed to reject the Plan and are not entitled to vote to accept or reject the Plan, and the votes of such holders shall not be solicited with respect to Subordinated Securities Claims.

**4.10 Class 9: Intercompany Interests.**

(a) **Treatment:** On the Effective Date, all Intercompany Interests, in the Debtors' or the Post-Effective Date Debtors' discretion, shall be adjusted, reinstated, cancelled, or discharged in the Debtors' or Post-Effective Date Debtors' discretion.

(b) **Impairment and Voting:** Intercompany Interests are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the holders of Allowed Intercompany Interests are conclusively presumed to accept the Plan and are not entitled to vote to accept or reject the Plan, and the votes of such holders shall not be solicited with respect to such Allowed Intercompany Interests.

**4.11 Class 10: Existing Equity Interests.**

(a) **Treatment:** On the Effective Date, all Existing Equity Interests shall be canceled, released, and extinguished, and will be of no further force or effect.

(b) **Impairment and Voting:** Allowed Existing Equity Interests are Impaired. Holders of Existing Equity Interests are not entitled to vote on the Plan.

#### **4.12 Treatment of Vacant Classes.**

Any Claim or Interest in a Class that is considered vacant under Section 3.6 of the Plan shall receive no Plan Distribution.

### **ARTICLE V. MEANS FOR IMPLEMENTATION.**

#### **5.1 Plan Settlement; Compromise and Settlement of Claims, Interests, and Controversies.**

Subject to approval by the Bankruptcy Court in connection with confirmation of the Plan, the provisions of the Plan and other documents entered into in connection with the Plan constitute a good faith compromise and settlement among the Debtors, the Consenting Creditors and the Creditors' Committee of claims, Causes of Action and controversies among such parties, including all potential claims, Causes of Action and controversies related to the Challenge Period (as defined in the DIP Order) and any Challenge under the DIP Order, and are in consideration of the value provided to the Estates by the Consenting Creditors, including the value being provided to holders of Unsecured Trade Claims and General Unsecured Claims pursuant to Sections 4.6 and 4.7 hereof. The Plan shall be deemed a motion to approve the Plan Settlement and the good faith compromise and settlement of all of the claims, Causes of Action and controversies described in the foregoing sentence pursuant to sections 363 and 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019. Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Plan Settlement, as well as a finding by the Bankruptcy Court that the Plan Settlement is fair, equitable, reasonable, and in the best interests of the Debtors and their Estates. For the avoidance of doubt, nothing in this Plan or the Disclosure Statement shall require the Creditors' Committee to take or refrain from taking any action that it determines in good faith would be inconsistent with its fiduciary duties under applicable law. Notwithstanding the foregoing, the Creditors' Committee acknowledges that its entry into the Plan Settlement and its support for this Plan is consistent with its fiduciary duties.

Further, pursuant to sections 363 and 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a creditor or an Interest holder may have with respect to any Allowed Claim or Allowed Interest or any distribution to be made on account of such Allowed Claim or Allowed Interest. Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Allowed Claims, Allowed Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and holders of such Allowed Claims and Allowed Interests, and is fair, equitable, and reasonable.

#### **5.2 Credit Bid Transaction; Confirmation Outside Date.**

(a) If the Confirmation Date occurs on or before the Confirmation Outside Date or the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders do not otherwise

elect to pursue a 363 Credit Bid Transaction pursuant to Section 5.2(c) of the Plan, then, on the Effective Date, pursuant to sections 363, 1123, 1141(b) and 1141(c) of the Bankruptcy Code, in accordance with the Credit Bid Purchase Agreement, subject to the satisfaction or waiver of all applicable closing conditions under the Credit Bid Purchase Agreement, (i) all Credit Bid Acquired Interests shall be transferred to, and the Credit Bid Acquired Interests owned by the Debtors shall vest free and clear of all Liens<sup>2</sup> (other than (i) any and all Liens securing the FLFO Claim or the obligations under the First Lien Exit Facility or (ii) Credit Bid Permitted Encumbrances except in the case of Fieldwood U.A. Interests, which shall vest free and clear of all Liens other than Liens described in clause (i) above to the extent contemplated by the First Lien Exit Facility Documents), Claims, charges, Interests, or other encumbrances, including the Credit Bid Consent Rights and the Credit Bid Preferential Purchase Rights, and (ii) all Credit Bid Assumed Liabilities shall be assumed by the Credit Bid Purchaser.

(b) In the event that the transaction pursuant to Section 5.2(a) of the Plan is consummated and in the event of any conflict whatsoever between the terms of the Plan and the Credit Bid Purchase Agreement with respect to the Credit Bid Transaction, the terms of the Credit Bid Purchase Agreement shall control, and the Plan shall be deemed to incorporate in their entirety the terms, provisions, and conditions of the Credit Bid Purchase Agreement.

(c) (x) If the Confirmation Date does not occur before the Confirmation Outside Date or (y) if the estimated amount of Allowed Specified Administrative Expense Claims to be satisfied under the Plan on or after the Effective Date is projected at any time prior to the Confirmation Date to exceed the Toggle Amount (the next Business Day after the occurrence of (x) or (y), the (“**Toggle Date**”), then, with the consent of the Required DIP Lenders and Requisite FLTL Lenders, the Debtors shall:

- (i) within 7 days of the Toggle Date, file a motion (the “**Toggle Motion**”), in form and substance acceptable to the Debtors, the Required DIP Lenders and Requisite FLTL Lenders, seeking entry of an order of the Bankruptcy Court approving a credit bid sale transaction to the Credit Bid Purchaser (or another special purpose bidding entity formed by or at the direction of the Prepetition FLTL Lenders) pursuant to section 363 of the Bankruptcy Code on substantially the same terms as provided in the Credit Bid Purchase Agreement (which terms shall be acceptable to the Debtors, the Requisite FLTL Lenders, and Required DIP Lenders), free and clear of all Liens (other than (i) any and all Liens securing the FLFO Claim or the First Lien Exit Facility or (ii) Credit Bid Permitted Encumbrances except in the case of Fieldwood U.A. Interests, which shall vest free and clear of all Liens other than Liens described in clause (i) above to the extent contemplated by the First Lien Exit Facility Documents), Claims, charges, Interests, or other encumbrances, the Credit Bid Consent Rights and the

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<sup>2</sup> Provided that the Retained Properties (as defined in the Apache Implementation Agreement) shall be transferred in accordance with the Decommissioning Agreement.



Credit Bid Preferential Purchase Rights that are applicable to the Credit Bid Acquired Interests;

- (ii) within 15 days of the Toggle Date and subject to the reasonable consent of Apache, the Requisite FLTL Lenders, the Required DIP Lenders and the Debtors, amend the Apache Definitive Documents as reasonably required to effectuate the 363 Credit Bid Transaction to the Credit Bid Purchaser (or another special purpose bidding entity formed by or at the direction of the Prepetition FLTL Lenders); provided that no such actions shall require the Apache PSA Parties to alter the economics of the Apache Definitive Documents without the Apache PSA Parties' express written consent; and
- (iii) within 35 days of the Toggle Date, obtain entry of an order of the Bankruptcy Court approving the 363 Credit Bid Transaction to the Credit Bid Purchaser (or another special purpose bidding entity formed by or at the direction of the Prepetition FLTL Lenders).

(d) Notwithstanding anything herein to the contrary, upon the occurrence of the Toggle Date, if the transactions under the Toggle Motion (i) (a) individually or in the aggregate, results in a reduction of 10% or more of the total PV-10 of total 2P reserves comprising the assets acquired by the Credit Bid Purchaser (which shall be calculated by reference to the FWE YE2020 Internal Reserve Report (as of 5.1.21)), (b) results in any contract rights constituting material assets not being acquired by the Credit Bid Purchaser, (c) individually or in the aggregate, results in an increase by \$40.0 million or more (which, for the avoidance of doubt, in the case of plugging and abandonment liabilities, shall be calculated on a present value basis) in liabilities assumed by the Credit Bid Purchaser, (d) relates to any change in treatment or recovery of the Prepetition FLFO Credit Agreement or First Lien Exit Facility, or (e) provide for any differences from the transaction under this Plan that are materially adverse to the interests of the First Lien Exit Facility Agent and the First Lien Exit Facility Lenders, and (ii) are not (a) reasonably acceptable to the Prepetition FLFO Agent with respect to the foregoing clause (i)(b) or (e), or (ii) acceptable to the Prepetition FLFO Agent with respect to the foregoing clause (i)(a),(c), or (d), then all rights of the Prepetition FLFO Secured Parties set forth in the Prepetition FLFO Credit Agreement and related documents to object to the Toggle Motion on any grounds are expressly preserved, and all of the Prepetition FLFO Secured Parties' claims, rights, and remedies are reserved for all purposes, including the right to obtain treatment and transaction structure different than as set forth in the Toggle Motion.

(e) Notwithstanding anything in the Credit Bid Purchase Agreement or any agreement entered into pursuant to Section 5.2(c) of the Plan to the contrary, the Credit Bid Purchaser shall not be liable for any liability or obligation on account of any Claim or Interest that is compromised, settled, released or discharged pursuant to this Plan.

### 5.3 Equity Rights Offerings.

(a) On the Effective Date, the Debtors shall consummate the Equity Rights Offerings.

(b) [FLTL Equity Rights Offering. The FLTL Equity Rights Offering shall be fully backstopped by the FLTL ERO Backstop Parties in accordance with and subject to the terms and conditions of the FLTL ERO Backstop Agreement. The right to participate in the FLTL Equity Rights Offering may not be sold, transferred, or assigned, except in the circumstances described in the FLTL ERO Backstop Agreement. In accordance with the FLTL ERO Backstop Agreement and subject to the terms and conditions thereof, each of the FLTL ERO Backstop Parties, among other things, has agreed, severally but not jointly, to purchase, on or prior to the Effective Date, its respective [FLTL ERO Backstop Commitment Percentage] of the [FLTL Unsubscribed Shares]. In exchange for providing the backstop commitment for the Equity Rights Offering, the FLTL ERO Backstop Parties shall receive, among other things, the FLTL ERO Backstop Commitment Premium Equity Interests payable in accordance with the terms of the FLTL ERO Backstop Agreement.]

(c) [SLTL Equity Rights Offering. The SLTL Equity Rights Offering shall be fully backstopped by the SLTL ERO Backstop Parties in accordance with and subject to the terms and conditions of the SLTL ERO Backstop Agreement. The right to participate in the SLTL Equity Rights Offering may not be sold, transferred, or assigned, except in the circumstances described in the SLTL ERO Backstop Agreement. In accordance with the SLTL ERO Backstop Agreement and subject to the terms and conditions thereof, each of the SLTL ERO Backstop Parties, among other things, has agreed, severally but not jointly, to purchase, on or prior to the Effective Date, its respective [SLTL ERO Backstop Commitment Percentage] of the [SLTL Unsubscribed Shares]. In exchange for providing the backstop commitment for the SLTL Equity Rights Offering, the SLTL ERO Backstop Parties shall receive, among other things, the SLTL ERO Backstop Commitment Premium Equity Interests payable in accordance with the terms of the SLTL ERO Backstop Agreement.]

### 5.4 New Equity Interests.

(a) On the Effective Date, NewCo is authorized to issue or cause to be issued and shall, issue the New Equity Interests for eventual distribution in accordance with the terms of this Plan without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule, or the vote, consent, authorization, or approval of any Person. The New Equity Interests shall be issued and distributed free and clear of all Liens, Claims, and other Interests. All of the New Equity Interests issued pursuant to the Plan shall be duly authorized and validly issued.

(b) On the Effective Date, NewCo and all holders of the New Equity Interests then outstanding shall be deemed to be parties to the NewCo Organizational Documents, where applicable, substantially in the form, or consistent with the term sheets, contained in the Plan Supplement, without the need for execution by any such holder. The NewCo Organizational Documents shall be binding on NewCo and its subsidiaries (including the Credit Bid Purchaser) and all parties receiving, and all holders of, New Equity Interests.

### **5.5 NewCo Organizational Documents**

The NewCo Organizational Documents will be in form and substance acceptable to the Debtors, Requisite FLTL Lenders, and the Required DIP Lenders. After the Effective Date, the NewCo Organizational Documents may be amended or restated as permitted by such documents and the laws of their respective states, provinces, or countries of incorporation or organization.

### **5.6 New Money Warrants, SLTL Warrants and GUC Warrants**

On or after the Effective Date, NewCo is authorized to issue or cause to be issued and shall, as provided for in this Plan, issue (i) the New Money Warrants for distribution to the New Money Second Lien Exit Facility Lenders, the SLTL Warrants to the holders of Allowed SLTL Claims, and the GUC Warrants to the holders of Allowed General Unsecured Claims, in each case in accordance with the terms of the Plan and Confirmation Order without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule, or the vote, consent, authorization, or approval of any Person and (ii) upon exercise of the New Money Warrants, New Equity Interests issuable upon exercise of the New Money Warrants. The New Money Warrants, the SLTL Warrants, and GUC Warrants shall be issued and distributed free and clear of all Liens, Claims, and other Interests. All of the New Money Warrants, the SLTL Warrants, and GUC Warrants issued pursuant to the Plan, including as contemplated by the Credit Bid Transaction and the Second Lien Exit Facility Term Sheet, and all New Equity Interests issued upon exercise of the New Money Warrants, the SLTL Warrants, and the GUC Warrants shall be duly authorized and validly issued.

### **5.7 Plan of Merger**

(a) On the Effective Date, but after the consummation of the transactions contemplated by the Credit Bid Purchase Agreement, Fieldwood Energy LLC shall adopt the Plan of Merger and, in accordance with the terms thereof and solely to the extent therein, upon the effective time of the Divisional Merger as provided for in the Plan of Merger, the (i) FWE Assets will be allocated to and vest in FWE I and FWE III pursuant to the terms of the Plan of Merger, in each case, free and clear of all Plan of Merger Consent Rights and Plan of Merger Preferential Purchase Rights; and (ii) the FWE I Obligations shall be allocated to and shall vest in, and shall constitute liabilities and obligations of, FWE I and the FWE III Obligations shall be allocated to and shall vest in, and shall constitute liabilities and obligations of, FWE III. Immediately after the effective time of the Divisive Merger as provided in the Plan of Merger, the only assets, properties and rights of, and the only liabilities and obligations of, (i) FWE I will be the FWE I Assets and FWE I Obligations and (ii) FWE III will be the FWE III Assets and FWE III Obligations.

(b) All of the membership interests of FWE I and FWE III shall be owned by Post-Effective Date FWE Parent.

(c) Notwithstanding anything to the contrary in the Plan of Merger, any claim or interest that is satisfied, compromised, settled, released or discharged pursuant to the Plan shall not constitute an FWE I Obligation or FWE III Obligation.

## 5.8 Single Share

(a) On the Effective Date, one share of Post-Effective Date FWE Parent common stock (the “**Single Share**”) shall be issued to the Plan Administrator to hold in trust as custodian for the benefit of the holders of Allowed General Unsecured Claims and the Single Share shall be recorded on the books and records maintained by the Plan Administrator.

(b) On the date that FWE Parent’s Chapter 11 Case is closed in accordance with Section 5.25 of this Plan, the Single Share issued on the Effective Date pursuant to the Plan shall be deemed cancelled and of no further force and effect, provided that such cancellation does not adversely impact the Debtors’ Estates.

## 5.9 Plan Administrator

(a) *Appointment.* The Plan Administrator’s retention shall commence on the Effective Date and shall continue until: (i) the Bankruptcy Court has entered an order or orders closing each of the Chapter 11 Cases; (ii) the Bankruptcy Court enters an order removing the Plan Administrator for cause; or (iii) the Plan Administrator voluntarily resigns, upon notice filed with the Bankruptcy Court, and a successor Plan Administrator is appointed in accordance with this Plan.

(b) *Authority.* Subject to Section 5.9(c) of this Plan, the Plan Administrator shall have all the rights, powers, authority, and duties on behalf of each of the Debtors and Post-Effective Date Debtors, without the need for Bankruptcy Court approval (unless otherwise indicated), to carry out and implement all provisions of the Plan, including, without limitation, to:

- (i) subject to Section 7 of the Plan, except to the extent Claims have been previously Allowed, control and effectuate the Claims reconciliation process in accordance with the terms of this Plan, including to object to, seek to subordinate, compromise or settle any and all Claims against the Debtors;
- (ii) make Distributions to holders of Allowed Claims and Interests in accordance with this Plan, including distributions from the Claims Reserve, Professional Fee Escrow and Plan Administrator Expense Reserve;
- (iii) exercise its reasonable business judgment to direct and control the Debtors or Post-Effective Date Debtors under this Plan and in accordance with applicable law as necessary to maximize Distributions to holders of Allowed Claims;
- (iv) prepare, file, and prosecute any necessary filings or pleadings with the Bankruptcy Court to carry out the duties of the Plan Administrator as described herein;

- (v) engage in the ownership, operation, plugging and abandonment, and decommissioning of the FWE III Assets, including the FWE III Oil & Gas Lease Interests;
- (vi) abandon any property determined by the Plan Administrator to be of *de minimis* value or burdensome to the Estates;
- (vii) other than any Causes of Action released by the Debtors pursuant to this Plan or otherwise, prosecute all Causes of Action on behalf of the Debtors, elect not to pursue any Causes of Action, and determine whether and when to compromise, settle, abandon, dismiss, or otherwise dispose of any such Causes of Action, as the Plan Administrator may determine is in the best interests of the Debtors and their Estates;
- (viii) retain, employ, terminate, or replace professionals to assist or represent it in performing its duties under this Plan;
- (ix) pay all fees, expenses, debts, charges, and liabilities of the Post-Effective Date Debtors, including any Restructuring Expenses, from the Plan Administrator Expense Reserve or otherwise;
- (x) comply with, and cause the Debtors and Post-Effective Date Debtors to comply with, the Debtors' or Post-Effective Date Debtors' continuing obligations under the Credit Bid Purchase Agreement;
- (xi) maintain the books and records and accounts of the Debtors and Post-Effective Date Debtors;
- (xii) establish and maintain bank accounts in the name of the Post-Effective Date Debtors;
- (xiii) incur and pay reasonable and necessary expenses in connection with the performance of duties under this Plan, including the reasonable fees and expenses of professionals retained by the Plan Administrator;
- (xiv) following the Effective Date, pay any fees and expenses in Cash in accordance with Section 2.4 of this Plan;
- (xv) administer each Debtor's and Post-Effective Date Debtors' tax obligations, including (i) filing tax returns and paying tax obligations and (ii) representing the interest and account of each Debtor, each Debtor's estate, or each Post-Effective Date Debtor before any taxing authority in all matters including, without limitation, any action, suit, proceeding or audit;

- (xvi) prepare and file any and all informational returns, reports, statements, returns or disclosures relating to the Debtors or Post-Effective Date Debtor that are required hereunder, by any Governmental Unit or applicable law;
- (xvii) pay statutory fees in accordance with Section 12.1 of this Plan;
- (xviii) perform other duties and functions that are consistent with the implementation of the Plan or as the Plan Administrator reasonably deems to be necessary and proper to carry out the provisions of this Plan; and
- (xix) close the Chapter 11 Cases pursuant to Section 5.25 of this Plan.

(c) *Board of Directors and Officers.*

- (i) The officers and directors of the Debtors existing before the Effective Date shall be relieved of any and all duties with the respect to the Debtors as of the Effective Date.
- (ii) Upon the Effective Date, the Plan Administrator shall serve as the sole officer, director, or manager of each Post-Effective Date Debtor. The Plan Administrator may also elect such additional managers(s) and officer(s) of each Post-Effective Date Debtor as the Plan Administrator deems necessary to implement this Plan and the actions contemplated herein. The Plan Administrator shall also have the power to act by written consent to remove any officer or manager of any Post-Effective Date Debtor at any time with or without cause.

(d) *Post-Effective Date Operations.* After the Effective Date, pursuant to this Plan, the Plan Administrator shall operate the Post-Effective Date Debtors without any further approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

(e) *Post-Effective Date Expenses.* On and after the Effective Date, all costs, expenses and obligations incurred by the Plan Administrator in administering this Plan, the Post-Effective Date Debtors, or in any manner connected, incidental, or related thereto, in effecting distributions from the Post-Effective Date Debtors thereunder (including the reimbursement of reasonable expenses) shall be incurred and paid from the Plan Administrator Expense Reserve.

(f) *Indemnification.* Each of the Estates and the Post-Effective Date Debtors shall indemnify and hold harmless the Plan Administrator solely in its capacity as such for any losses incurred in such capacity, except to the extent such losses were the result of the Plan Administrator's gross negligence or willful misconduct.

(g) *Cooperation.* The Debtors, the Post-Effective Date Debtors, the Plan Administrator, the FWE I Sole Manager, and NewCo and its subsidiaries (including the Credit



Bid Purchaser) and their respective professionals, as appropriate, shall cooperate with each other in relation to their respective activities and obligations in respect of this Plan, including objecting to, settling or otherwise reconciling claims as provided herein, and by providing reasonable, good-faith access to personnel, systems, and books and records and their respective personnel and consulting with each other to avoid duplication of effort; *provided, however*, that the Debtors, the Post-Effective Date Debtors, the Plan Administrator, the FWE I Sole Manager, and NewCo and its subsidiaries (including the Credit Bid Purchaser) and including its advisors, if any) shall enter into a confidentiality agreement before sharing of any such documents and/or information to the extent deemed reasonably necessary by the Post-Effective Date Debtors, the Credit Bid Purchaser, or Plan Administrator, as applicable.

#### **5.10 Plan Funding.**

Plan Distributions of Cash shall be funded from, among other things, the Debtors' Cash on hand (including the proceeds of the DIP Facility), the New Money Consideration, and the proceeds of the Equity Rights Offerings.

#### **5.11 The Exit Facilities**

(a) On the Effective Date, the Credit Bid Purchaser shall execute and deliver the Exit Facility Documents and such documents shall become effective in accordance with their terms. On and after the Effective Date, the Exit Facility Documents shall constitute legal, valid, and binding obligations of the Credit Bid Purchaser and be enforceable in accordance with their respective terms and such obligations shall not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination under applicable law, the Plan or the Confirmation Order, and the Credit Bid Purchaser shall be authorized to incur the loans under the Exit Facilities and use the proceeds of such loans, in each case, in accordance with the terms of this Plan and the Exit Facility Documents without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule, or the vote, consent, authorization, or approval of any Person. The terms and conditions of the Exit Facility Documents shall bind the Credit Bid Purchaser and each other Entity that enters into the Exit Facility Documents.

(b) Confirmation shall be deemed approval of the Exit Facility Documents (including the transactions and related agreements contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred and fees and expenses to be paid by the Debtors or Post-Effective Date Debtors, as applicable, in connection therewith), the First Lien Exit Facility Commitment Letter (including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations and guarantees to be incurred and fees paid in connection therewith (including any payments under the First Lien Exit Facility Commitment Letter)), and the Second Lien Backstop Commitment Letter (including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations and guarantees to be incurred and fees paid in connection therewith (including the Second Lien Backstop Commitment Premium and any other payments under the Backstop Agreement)), and, to the extent not approved by the Bankruptcy Court previously, the Credit Bid Purchaser will be authorized to, without further notice to the Bankruptcy Court, (i) execute and deliver those documents necessary or appropriate to obtain the Exit Facilities, including the Exit

Facility Documents, each as applicable, and incur and pay any fees and expenses in connection therewith, and (ii) make any act or take any action under applicable law, regulation, order or rule or vote, consent, authorization, or approval of any Person, subject to such modifications as the Credit Bid Purchaser may deem to be necessary to enter into the Exit Facility Documents.

(c) On the Effective Date, all of the claims, liens, and security interests to be granted in accordance with the terms of the Exit Facility Documents (i) shall be legal, binding, and enforceable liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the Exit Facility Documents, (ii) shall be deemed automatically attached and perfected on the Effective Date, subject only to such liens and security interests as may be permitted under the Exit Facility Documents with the priorities established in respect thereof under applicable non-bankruptcy law and the New Intercreditor Agreement, and (iii) shall not be subject to avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code, this Plan, the Confirmation Order or applicable non-bankruptcy law. To the extent provided in the Exit Facility Documents, the Exit Facility Agents are authorized, but not required, to file with the appropriate authorities mortgages, financing statements and other documents, and to take any other action in order to evidence, validate, and perfect such liens or security interests.

(d) On the Effective Date, the Credit Bid Purchaser, the First Lien Exit Facility Agent and the Second Lien Exit Facility Agent shall enter into the New Intercreditor Agreement substantially in the form contained in the Plan Supplement.

#### **5.12 Apache Definitive Documents.**

(a) On the Effective Date following the consummation of the Plan of Merger and the Effective Time (as defined in the Plan of Merger), FWE I shall be authorized to execute, deliver, and enter into the Apache Definitive Documents, including the Standby Credit Facility Documents, without further (i) notice to or order or other approval of the Bankruptcy Court, (ii) act or omission under applicable law, regulation, order, or rule, (iii) vote, consent, authorization, or approval of any Person, or (iv) action by the holders of Claims or Interests. The Standby Loan Agreement shall constitute a legal, valid, binding and authorized obligation of FWE I, enforceable in accordance with its terms and such obligations shall not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination under applicable law, the Plan or the Confirmation Order. The financial accommodations to be extended pursuant to the Standby Loan Agreement (and other definitive documentation related thereto) are reasonable and are being extended, and shall be deemed to have been extended, in good faith and for legitimate business purposes.

#### **(b) FWE I Sole Manager**

- (i) Upon the Effective Date, the FWE I Sole Manager shall be appointed. Upon the Effective Date, the new governance structure of FWE I will be set forth in the FWE I LLC Agreement.

- (ii) On and after the Effective Date, the FWE I Sole Manager and Plan Administrator shall mutually cooperate to establish any procedures and protocols as they deem necessary to carry out their respective duties; *provided, however*, that any such procedures and protocols shall be consistent with the terms of this Plan and the Sole Manager Agreement (as defined in the Apache Implementation Agreement).
- (iii) FWE I shall indemnify and hold harmless the FWE I Sole Manager solely in its capacity as such for any losses incurred in such capacity, except to the extent such losses were the result of the FWE I Sole Manager's gross negligence or willful misconduct.

### **5.13 Abandonment of Certain Properties**

Immediately upon the occurrence of the Effective Date, the Debtors' rights to and interests in executory contracts and unexpired federal leases, rights-of-way, and right-of-use-and-easements listed on the Schedule of Abandoned Properties are abandoned pursuant to the Plan without further notice to or order of the Bankruptcy Court pursuant to Sections 105(a) and 554(a) of the Bankruptcy Code and/or deemed rejected pursuant to Section 365 of the Bankruptcy Code, as applicable. The Abandoned Properties shall not be allocated to nor vest in the Post-Effective Date Debtors or NewCo and its subsidiaries, including the Credit Bid Purchaser. Except as otherwise provided in this Plan or the Confirmation Order, the Debtors, their Estates, and the Post-Effective Date Debtors shall not be liable for any obligations whatsoever arising from or relating to the post-Effective Date period with regards to the Abandoned Properties. Nothing in this Plan or the Confirmation Order shall be construed as barring, waiving, or limiting the United States' rights to assert a claim against the Debtors, the Post-Effective Date Debtors or any co-lessees or predecessors in interest with respect to the Abandoned Properties for any decommissioning obligations for the Abandoned Properties.

### **5.14 Establishment of Claims Reserve.**

On the Effective Date, the Debtors shall, with the consent of the Requisite FLTL Lenders and the DIP Lenders, establish and fund the Claims Reserve by depositing Cash, in the amount of the Claims Reserve Amount into the Claims Reserve. The Claims Reserve shall be used to pay Allowed Administrative Expense Claims, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, Allowed Other Secured Claims (to the extent such Claims do not receive other treatment), Allowed Unsecured Trade Claims, and Cure Amounts in accordance with the terms of this Plan. Any amounts remaining in the Claims Reserve after satisfaction of all Allowed Administrative Expense Claims, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, Allowed Other Secured Claims, Allowed Unsecured Trade Claims, and Cure Amounts shall constitute Residual Distributable Value.

### **5.15 Plan Administrator Expense Reserve.**

On or before the Effective Date, the Plan Administrator shall establish the Plan Administrator Expense Reserve. On the Effective Date, the Plan Administrator shall deposit

Cash in the Plan Administrator Expense Reserve Amount into the Plan Administrator Expense Reserve. The Plan Administrator Expense Reserve shall be used by the Plan Administrator solely to satisfy the expenses of the Plan Administrator and the Post-Effective Date Debtors as set forth in this Plan. Any amount remaining in the Plan Administrator Expense Reserve after the dissolution of all the Post-Effective Date Debtors shall constitute Residual Distributable Value. In no event shall the Plan Administrator be required or permitted to use its personal funds or assets for the purposes of carrying out its duties under this Plan.

**5.16 Continued Corporate Existence; Effectuating Documents; Further Transactions.**

(a) Except as otherwise provided in the Plan, the Debtors shall continue to exist after the Effective Date as Post-Effective Date Debtors in accordance with the applicable laws of the respective jurisdictions in which they are incorporated or organized and pursuant to the Amended Organizational Documents.

(b) On or after the Effective Date (in any case, following the consummation of the Credit Bid Transaction), but subsequent to the consummation of the transactions contemplated by the Credit Bid Purchase Agreement if the Credit Bid Transaction occurs, without prejudice to the rights of any party to a contract or other agreement with any Post-Effective Date Debtor, each Post-Effective Date Debtor may, in the sole discretion of the Plan Administrator, take such action as permitted by applicable law, the applicable Amended Organizational Documents or other applicable corporate governance documents, the Apache Definitive Documents, any Additional Predecessor Agreement Documents, as such Post-Effective Date Debtor may determine is reasonable and appropriate, including, causing: (i) the consummation of a Divisional Merger as contemplated by the Plan of Merger, (ii) the taking of any action contemplated by any Additional Predecessor Agreement Documents and the consummation thereof (including the formation of a new entity or consummation of a divisional merger), (iii) a Post-Effective Date Debtor to be merged into another Post-Effective Date Debtor or an affiliate of a Post-Effective Date Debtor; (iv) a Post-Effective Date Debtor to be dissolved; (v) the legal name of a Post-Effective Date Debtor to be changed; (vi) a Post-Effective Date Debtor to convert its form of entity; or (vii) the closure of a Post-Effective Date Debtor's Chapter 11 Case on the Effective Date or any time thereafter, and such action and documents are deemed to require no further action or approval (other than any requisite filings required under the applicable state, provincial and federal or foreign law).

(c) On the Effective Date or as soon thereafter as is reasonably practicable (in any case, following the consummation of the Credit Bid Transaction), but subsequent to the consummation of the transactions contemplated by the Credit Bid Purchase Agreement if the Credit Bid Transaction occurs, the Post-Effective Date Debtors, acting through the Plan Administrator, may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, or necessary or appropriate to effectuate the Plan, including, (i) the execution and delivery of appropriate agreements or other documents of merger, consolidation, restructuring, conversion, disposition, transfer, dissolution, or liquidation containing terms that are consistent with the terms of the Plan and the Plan Supplement and that satisfy the requirements of applicable law and any other terms to which the applicable entities may agree; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or

delegation of any Asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms to which the applicable parties agree; (iii) the filing of appropriate organizational documents governing the Post-Effective Date Debtors, including the Post-Effective Date Debtors' respective Amended Organizational Documents, and any amendments or restatements thereto, or any documents governing any Post-Effective Date Debtor's reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable law and, as necessary, other constituent documents, including, without limitation, the organizational documents governing non-Debtor subsidiaries, as permitted by the laws of their respective states of incorporation; (iv) the Restructuring Transactions; and (v) all other actions that the applicable entities determine to be necessary or appropriate, including, making filings or recordings that may be required by applicable law.

#### **5.17 Corporate Action.**

(a) Upon the Effective Date, all actions contemplated by this Plan shall be deemed authorized and approved in all respects, including (i) entry into or execution of the Credit Bid Purchase Agreement and consummation of the transactions contemplated therein, (ii) the assumption or assignment of executory contracts and unexpired leases as provided herein, (iii) the appointment of the Plan Administrator and the FWE I Sole Manager, (iv) the entry into or execution of the Apache Definitive Documents and all documentation relating thereto, including the Plan of Merger and Standby Credit Facility Documents, (v) the entry into or execution of any Additional Predecessor Agreement Documents and all documentation relating thereto, including any plan of merger, divisional merger, or the creation of a new entity, (vi) entry into or execution of the Exit Facility Documents (and any other documentation related thereto, including the New Intercreditor Agreement), (vii) any other Restructuring Transaction, and (viii) all other actions contemplated by the Plan (whether to occur before, on, or after the Effective Date), in each case in accordance with and subject to the terms hereof. All matters provided for in this Plan involving the corporate or limited liability company structure of the Debtors or the Post-Effective Date Debtors, and any corporate or limited liability company action required by the Debtors or the Post-Effective Date Debtors in connection with this Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, directors, managers, or officers of the Debtors or the Post-Effective Date Debtors.

(b) On or before (as applicable) the Effective Date, the appropriate directors, officers, and managers of the Debtors, the Plan Administrator, or the FWE I Sole Manager, as applicable, shall be authorized and directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated by this Plan (or necessary or desirable to effect the transactions contemplated by this Plan). The authorizations and approvals contemplated by this Section 5.17 shall be effective notwithstanding any requirements under nonbankruptcy law.

#### **5.18 Cancellation of Existing Securities and Agreements.**

Except for the purpose of evidencing a right to and allowing holders of Claims to receive a distribution under this Plan, and except as otherwise set forth in the Plan, or in the Plan Supplement or any related agreement, instrument, or document, on the Effective Date, all



agreements, instruments, notes, certificates, indentures, mortgages, security documents, reimbursement obligations, and other instruments or documents evidencing or creating any prepetition Claim or Interest (collectively, the “**Cancelled Agreements**”) (except that the following shall not be Cancelled Agreements: (i) the agreements, instruments, notes, certificates, indentures, mortgages, security documents, and other instruments or documents governing, relating to and/or evidencing certain Intercompany Interests not modified by the Plan and any rights of any holder in respect thereof and (ii) the Decommissioning Agreement, and any and all bonds and letters of credit constituting Decommissioning Security) shall be deemed cancelled and of no force or effect and the Debtors shall not have any continuing obligations thereunder; *provided, however*, that each of the Cancelled Agreements shall continue in effect solely for the purposes of, (x) allowing holders of Claims or Interests to receive distributions under the Plan on account of such Claims or Interests and (y) allowing and preserving the rights of the Prepetition FLFO Administrative Agent, the Prepetition FLFO Collateral Agent, the Prepetition FLTL Administrative Agent, the Prepetition SLTL Administrative Agent, and the DIP Agent, as applicable, to (1) make distributions on account of such Claims or Interests; (2) maintain, enforce, and exercise their respective liens, including any charging liens, as applicable, under the terms of the applicable agreements, or any related or ancillary document, instrument, agreement, or principle of law, against any money or property distributed or allocable on account of such Claims, as applicable; (3) seek compensation and reimbursement for any reasonable and documented fees and expenses incurred in connection with the implementation of the Plan required to be paid pursuant to the applicable agreement; (4) maintain, enforce, and exercise any right or obligation to compensation, indemnification, expense reimbursement, or contribution, or any other claim or entitlement that the Prepetition FLFO Administrative Agent, the Prepetition FLFO Collateral Agent, the Prepetition FLTL Administrative Agent, the Prepetition SLTL Administrative Agent, and the DIP Agent may have under this Plan, the applicable credit agreements, collateral agreements, or pledge agreements; and (5) appear and raise issues in these Chapter 11 Cases or in any proceeding in the Bankruptcy Court or any other court after the Effective Date on matters relating to this Plan or the applicable credit agreements; *provided, further*, that the Prepetition FLFO Administrative Agent, the Prepetition FLFO Collateral Agent, the Prepetition FLTL Administrative Agent, the Prepetition SLTL Administrative Agent, and the DIP Agent may take such further action to implement the terms of the Plan, including the Restructuring Transactions, as agreed to with the Debtors or the Post-Effective Date Debtors, as applicable to the extent not inconsistent with the Confirmation Order or this Plan.

#### **5.19 Cancellation of Certain Existing Security Interests.**

Upon the full payment or other satisfaction of an Allowed Other Secured Claim, or promptly thereafter, the holder of such Allowed Other Secured Claim shall deliver to the Debtors or the Post-Effective Date Debtors, as applicable, any Collateral or other property of a Debtor held by such holder, together with any termination statements, instruments of satisfaction, or releases of all security interests with respect to its Allowed Other Secured Claim that may be reasonably required to terminate any related financing statements, mortgages, mechanics’ or other statutory Liens, or lis pendens, or similar interests or documents.

Except, for the avoidance of doubt, with respect to any mortgages, deeds of trust, Liens, pledges, and any other security interests of the Prepetition FLFO Administrative Agent or the Exit Facility Agents, after the Effective Date and in accordance with the terms of the



Confirmation Order, the Debtors or the Post-Effective Date Debtors, at their expense, may, in their sole discretion, take any action necessary to terminate, cancel, extinguish, and/or evidence the release of any and all mortgages, deeds of trust, Liens, pledges, and other security interests with respect to any Claim or Interest, including, without limitation, the preparation and filing of any and all documents necessary to terminate, satisfy, or release any mortgages, deeds of trust, Liens, pledges, and other security interests held by the Prepetition Agents, including, without limitation, UCC-3 termination statements and mortgage release documentation.

## **5.20 Intercompany Interests; Corporate Reorganization.**

To the extent reinstated under the Plan, on the Effective Date, the Intercompany Interests (a) shall be reinstated for the ultimate benefit of the holders of Claims and Interests as set forth in the Plan (b) without the need for any further corporate action or approval of any board of directors, board of managers, managers, management, or stockholders of any Debtor or Post-Effective Date Debtor, as applicable, the certificates and all other documents representing the Intercompany Interests shall be deemed to be in full force and effect.

## **5.21 Restructuring Transactions.**

On the Effective Date or as soon as reasonably practicable thereafter, the Debtors or the Post-Effective Date Debtors, acting through the Plan Administrator, or the FWE I Sole Manager, as applicable, may take all actions consistent with the Plan and the Confirmation Order, as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Restructuring Transactions under and in connection with the Plan.

## **5.22 Liquidating Trust.**

In the event the Plan Administrator determines, in its discretion, that to carry out and implement the provisions of this Plan certain assets should be transferred to a liquidating trust for the benefit of one or more classes of Claims, (1) the terms of the liquidating trust shall be set forth in a liquidating trust agreement, (2) the liquidating trust shall be structured to qualify as a “liquidating trust” within the meaning of Treasury Regulations section 301.7701-4(d) and in compliance with Revenue Procedure 94-45, 1994-2 C.B. 684, and, thus, as a “grantor trust” within the meaning of sections 671 through 679 of the Tax Code of which the holders of Claims who become the liquidating trust beneficiaries (as determined for U.S. federal income tax purposes) are the owners and grantors, consistent with the terms of the Plan, (3) the sole purpose of the liquidating trust shall be the liquidation and distribution of the assets transferred to the liquidating trust in accordance with Treasury Regulations section 301.7701-4(d), including the resolution of Claims, with no objective to continue or engage in the conduct of a trade or business, (4) all parties (including the Debtors, holders of Claims, and the trustee of the liquidating trust) shall report consistently with such treatment (including the deemed receipt of the underlying assets, subject to applicable liabilities and obligations, by the holders of Allowed Claims, as applicable, followed by the deemed transfer of such assets to the liquidating trust), (5) all parties shall report consistently with the valuation of the assets transferred to the liquidating trust as determined by the trustee of the liquidating trust (or its designee), (6) the trustee of the liquidating trust shall be responsible for filing returns for the trust as a grantor trust pursuant to

Treasury Regulations section 1.671-4(a), and (7) the trustee of the liquidating trust shall annually send to each holder of an interest in the liquidating trust a separate statement regarding the receipts and expenditures of the trust as relevant for U.S. federal income tax purposes. Subject to definitive guidance from the Internal Revenue Service or a court of competent jurisdiction to the contrary (including the receipt by the trustee of the liquidating trust of a private letter ruling if the trustee so requests one, or the receipt of an adverse determination by the Internal Revenue Service upon audit if not contested by the trustee), the trustee of the liquidating trust may timely elect to (y) treat any portion of the liquidating trust allocable to Disputed Claims as a “disputed ownership fund” governed by Treasury Regulations section 1.468B-9 (and make any appropriate elections) and (z) to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. If a “disputed ownership fund” election is made, (i) all parties (including the Debtors, holders of Claims, and the trustee of the liquidating trust) shall report for U.S. federal, state, and local income tax purposes consistently with the foregoing, and (ii) any tax imposed on the liquidating trust with respect to assets allocable to Disputed Claims (including any earnings thereon and any gain recognized upon the actual or deemed disposition of such assets) will be payable out of such assets and, in the event of insufficient Cash to pay any such taxes, the trustee of the liquidating trust may sell all or part of such assets to pay the taxes. The trustee of the liquidating trust may request an expedited determination of taxes of the liquidating trust, including any reserve for Disputed Claims, under section 505(b) of the Bankruptcy Code for all tax returns filed for, or on behalf of, the liquidating trust for all taxable periods through the dissolution of the liquidating trust.

### **5.23 Securities Exemptions.**

(a) The offer, issuance, and distribution of the New Equity Interests (other than the Backstop Commitment Premium Equity Interests, the New Money Warrants, or any New Equity Interests issued upon exercise of the New Money Warrants or under the Management Incentive Plan), the Subscription Rights, the SLTL Warrants, and the GUC Warrants to holders of Allowed FLTL Claims, Allowed SLTL Claims, and General Unsecured Claims, as applicable, under Article IV of this Plan, and the New Equity Interests issued upon exercise of the Subscription Rights, the SLTL Warrants, or the GUC Warrants, shall be exempt, pursuant to section 1145 of the Bankruptcy Code, without further act or actions by any Person, from registration under the Securities Act, and all rules and regulations promulgated thereunder, and any other applicable securities laws, to the fullest extent permitted by section 1145 of the Bankruptcy Code. The New Equity Interests, the Subscription Rights, the SLTL Warrants, and GUC Warrants issued pursuant to section 1145(a) of the Bankruptcy Code may be resold without registration under the Securities Act or other federal securities laws pursuant to the exemption provided by section 4(a)(1) of the Securities Act, unless the holder is an “underwriter” with respect to such Securities, as that term is defined in section 1145(b) of the Bankruptcy Code. In addition, such section 1145 exempt Securities generally may be resold without registration under state securities laws pursuant to various exemptions provided by the respective laws of the several states.

(b) The issuance and sale of the Backstop Commitment Premium Equity Interests, and the New Money Warrants (including any New Equity Interests issued upon exercise of the New Money Warrants) under this Plan shall be exempt from registration under the Securities Act or any other applicable securities laws to the fullest extent permitted by

section 4(a)(2) of the Securities Act and/or Regulation D thereunder. The Backstop Commitment Premium Equity Interests, and the New Money Warrants (including any New Equity Interests issued upon exercise of the New Money Warrants) issued in reliance on the exemption from registration set forth in section 4(a)(2) of the Securities Act and/or Regulation D thereunder, will be considered “restricted securities” and may not be transferred except pursuant to an effective registration statement or under an available exemption from the registration requirements of the Securities Act, such as, under certain conditions, the resale provisions of Rule 144 of the Securities Act.

(c) None of the Debtors, NewCo and its subsidiaries (including the Credit Bid Purchaser), or any other Person shall be required to provide any further evidence other than the Plan or the Confirmation Order with respect to the treatment of the New Equity Interests (including any New Equity Interests issued upon exercise of the Subscription Rights, the New Money Warrants, the SLTL Warrants or the GUC Warrants), the Subscription Rights, the New Money Warrants, the SLTL Warrants, or the GUC Warrants, under applicable securities laws. DTC and any transfer agent (as applicable) shall be required to accept and conclusively rely upon the Plan or Confirmation Order in lieu of a legal opinion regarding whether the New Equity Interests (including any New Equity Interests issued upon exercise of the Subscription Rights, the New Money Warrants, the SLTL Warrants or the GUC Warrants), the Subscription Rights, the New Money Warrants, the SLTL Warrants, or the GUC Warrants are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services (to the extent applicable).

(d) Notwithstanding anything to the contrary in this Plan, no Person (including DTC and any transfer agent) shall be entitled to require a legal opinion regarding the validity of any transaction contemplated by the Plan, including whether the New Equity Interests (including any New Equity Interests issued upon exercise of the Subscription Rights, the New Money Warrants, the SLTL Warrants or the GUC Warrants), the Subscription Rights, the New Money Warrants, the SLTL Warrants, or the GUC Warrants are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services.

#### **5.24 Closing of Chapter 11 Cases.**

After the Effective Date, the Plan Administrator shall be authorized, but not directed, to submit an order to Bankruptcy Court under certification of counsel that is in form and substance acceptable to the U.S. Trustee that closes and issues a final decree for each of the Chapter 11 Cases.

### **ARTICLE VI. DISTRIBUTIONS.**

#### **6.1 Distributions Generally.**

The Plan Administrator shall make all Distributions to the appropriate holders of Allowed Claims in accordance with the terms of this Plan.

**6.2 No Postpetition Interest on Claims.**

Except with respect to the FLFO Claims of the Prepetition FLFO Secured Parties or as otherwise specifically provided for in the Plan, the Confirmation Order, or another order of the Bankruptcy Court, postpetition interest shall not accrue or be paid on any Claims, and no holder of a Claim shall be entitled to interest accruing on such Claim on or after the Petition Date.

**6.3 Date of Distributions.**

Except as otherwise provided in this Plan, the Plan Administrator shall make Plan Distributions to holders of Allowed Claims after (a) funding of the Professional Fee Escrow and (b) satisfaction in full or establishment of reserves sufficient to pay claims in the Claims Reserve, as soon as reasonably practicable after the Effective Date and thereafter, the Plan Administrator shall from time to time determine the subsequent Distribution Dates.

**6.4 Distribution Record Date.**

As of the close of business on the Distribution Record Date, the various lists of holders of Claims in each Class as maintained by the Debtors or their agents, shall be deemed closed, and there shall be no further changes in the record holders of any Claims after the Distribution Record Date. Neither the Debtors nor the Plan Administrator shall have any obligation to recognize any transfer of a Claim occurring after the close of business on the Distribution Record Date. In addition, with respect to payment of any Cure Amounts or disputes over any Cure Amounts, neither the Debtors nor the Plan Administrator shall have any obligation to recognize or deal with any party other than the non-Debtor party to the applicable executory contract or unexpired lease, even if such non-Debtor party has sold, assigned, or otherwise transferred its Claim for a Cure Amount.

**6.5 Distributions after Effective Date**

Distributions made after the Effective Date to holders of Disputed Claims that are not Allowed Claims as of the Effective Date but which later become Allowed Claims shall be deemed to have been made on the Effective Date.

**6.6 Delivery of Distributions.**

Subject to Bankruptcy Rule 9010, the Plan Administrator shall make all Distributions to any holder of an Allowed Claim as and when required by this Plan at (a) the address of such holder on the books and records of the Debtors or their agents or (b) at the address in any written notice of address change delivered to the Debtors or the Plan Administrator, including any addresses included on any transfers of Claim filed pursuant to Bankruptcy Rule 3001. In the event that any Distribution to any holder is returned as undeliverable, no Distribution or payment to such holder shall be made unless and until the Plan Administrator has been notified of the then-current address of such holder, at which time or as soon thereafter as reasonably practicable such Distribution shall be made to such holder without interest.

## **6.7 Unclaimed Property.**

One year from the later of: (a) the Effective Date and (b) the date that is ten (10) Business Days after the date a Claim is first Allowed, all distributions that remain payable on account of such Claim shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and shall revert to the Post-Effective Date Debtors or their successors or assigns, and all claims of any other Person (including the holder of a Claim in the same Class) to such distribution shall be discharged and forever barred. The Post-Effective Date Debtors and the Plan Administrator shall have no obligation to attempt to locate any holder of an Allowed Claim other than by reviewing the Debtors' books and records and the Bankruptcy Court's filings.

For the avoidance of doubt, a distribution shall be deemed unclaimed if a holder has not: (a) accepted a particular distribution or, in the case of distributions made by check, negotiated such check; (b) given notice to the Post-Effective Date Debtors or the Plan Administrator of an intent to accept a particular distribution; (c) responded to the Debtors', the Post-Effective Date Debtors', or the Plan Administrator's requests for information necessary to facilitate a particular distribution; or (d) taken any other action necessary to facilitate such distribution.

## **6.8 Satisfaction of Claims.**

Unless otherwise provided herein, any distributions and deliveries to be made on account of Allowed Claims under the Plan shall be in complete and final satisfaction, settlement, and discharge of and exchange for such Allowed Claims.

## **6.9 Manner of Payment under Plan.**

Except as specifically provided herein, at the option of the Debtors, the Post-Effective Date Debtors, or the Plan Administrator, as applicable, any Cash payment to be made under the Plan may be made by a check or wire transfer or as otherwise required or provided in applicable agreements or customary practices of the Debtors.

## **6.10 De Minimis Cash Distributions.**

The Plan Administrator shall not be required to make any payment to any holder of an Allowed Claim on any Distribution Date of Cash in an amount less than one-hundred dollars (\$100); *provided, however*, that if any Plan Distribution is not made pursuant to this Section 6.10, such Distribution shall be added to any subsequent Plan Distribution to be made on behalf of the holder's Allowed Claim. The Plan Administrator shall not be required to make any final Plan Distributions of Cash in an amount less than fifty dollars (\$50) to any holder of an Allowed Claim. If the amount of any final Plan Distributions to holders of Allowed Claims would be fifty dollars (\$50) or less, then no further Plan Distribution shall be made by the Plan Administrator and any surplus Cash shall be donated and distributed to a Tax Code § 501(c)(3) tax-exempt organization selected by the Plan Administrator.



**6.11 No Distribution in Excess of Amount of Allowed Claim.**

Notwithstanding anything to the contrary in this Plan, no holder of an Allowed Claim shall receive, on account of such Allowed Claim, Plan Distributions in excess of the Allowed amount of such Claim.

**6.12 Allocation of Distributions Between Principal and Interest.**

Except with respect to the FLFO Claims of the Prepetition FLFO Secured Parties or as otherwise required by law, consideration received in respect of an Allowed Claim is allocable first to the principal amount of the Claim (as determined for U.S. federal income tax purposes) and then, to the extent of any excess, to the remainder of the Claim, including any Claim for accrued but unpaid interest.

**6.13 Setoffs and Recoupments.**

Each Post-Effective Date Debtor, or such entity's designee as instructed by such Post-Effective Date Debtor or the Plan Administrator, may, pursuant to section 553 of the Bankruptcy Code or applicable nonbankruptcy law, offset or recoup against any Allowed Claim, and the distributions to be made pursuant to the Plan on account of such Allowed Claim any and all claims, rights, and Causes of Action that a Post-Effective Date Debtor or its successors may hold against the holder of such Allowed Claim after the Effective Date to the extent such setoff or recoupment is either (a) agreed in amount among the relevant Post-Effective Date Debtor(s), and holder of the Allowed Claim or (b) otherwise adjudicated by the Bankruptcy Court or another court of competent jurisdiction; *provided*, that neither the failure to effect a setoff or recoupment nor the allowance of any Claim hereunder shall constitute a waiver or release by a Post-Effective Date Debtor or its successor of any claims, rights, or Causes of Action that a Post-Effective Date Debtor or its successor or assign may possess against such holder.

**6.14 Withholding and Reporting Requirements.**

(a) *Withholding Rights.* In connection with this Plan, any party issuing any instrument or making any Plan Distribution described in this Plan shall comply with all applicable tax withholding and reporting requirements imposed by any Governmental Unit, and all Plan Distributions pursuant to this Plan and all related agreements shall be subject to any such withholding or reporting requirements. Notwithstanding the foregoing, each holder of an Allowed Claim or any other Person that receives a Plan Distribution pursuant to this Plan shall have responsibility for any taxes imposed by any Governmental Unit, including, income, withholding, and other taxes, on account of such Plan Distribution. Any party issuing any instrument or making any Plan Distribution pursuant to this Plan has the right, but not the obligation, to not make a Plan Distribution until such holder has made arrangements satisfactory to such issuing or disbursing party for payment of any such tax obligations. Notwithstanding any provision in the Plan to the contrary, any party issuing any instrument or making any Plan Distribution pursuant to this Plan shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to



facilitate such distributions or establishing any other mechanisms they believe are reasonable and appropriate.

(b) *Forms.* Any party entitled to receive any property as an issuance or Plan Distribution under this Plan shall, upon reasonable request, deliver to the Plan Administrator or such other Person designated by the Plan Administrator (which entity shall subsequently deliver to the Plan Administrator or such other Person any applicable IRS Form W-8 or Form W-9 received) an appropriate Form W-9 or (if the payee is a non-U.S. Person) Form W-8, unless such Person is exempt under the Tax Code and so notifies the Plan Administrator or such other Person. If such request is made by the Plan Administrator or such other Person designated by the Plan Administrator and the holder fails to comply before the date that is 210 days after the request is made, the amount of such Plan Distribution shall irrevocably revert to the Debtors and any Claim in respect of such Plan Distribution shall be discharged and forever barred from assertion against any Debtor and its respective property.

#### **6.15 Claims Paid by Third Parties.**

The Plan Administrator shall reduce in full a Claim, and such Claim shall be Disallowed without a Claims objection having to be filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the holder of such Claim receives payment in full on account of such Claim from a party that is not the Debtors or the Post-Effective Date Debtors. If a holder of a Claim receives a Distribution from the Debtors or the Post-Effective Date Debtors on account of such Claim and also receives payment from a third party on account of such Claim, such holder shall, within fourteen (14) days of receipt thereof, repay or return the Plan Distribution to the Debtors or the Post-Effective Date Debtors, to the extent the holder's total recovery on account of such Claim from the third party and under this Plan exceeds the total Allowed amount of such Claim as of the date of any such Plan Distribution under this Plan. The failure of such holder to timely repay or return such Distribution shall result in the holder owing the Post-Effective Date Debtors interest on such amount owed for each Business Day after the 14-day grace period specified above until the amount is repaid.

#### **6.16 Claims Payable by Third Parties.**

No Distributions shall be made on account of an Allowed Claim that is payable pursuant to one of the insurance policies to which the Debtors' are a beneficiary until the holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy; *provided, however*, that this Section 6.16 shall not restrict Plan Distributions on an Allowed Claim that is Allowed in an amount that does not exceed an applicable self-insured retention or deductible amount under one or more such insurance policies. To the extent that one or more of the insurers agrees to satisfy a Claim in whole or in part, then immediately upon such insurers' satisfaction, such Claim may be expunged to the extent of any agreed upon satisfaction on the Claims register by the Plan Administrator without a Claims objection having to be filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

## ARTICLE VII. PROCEDURES FOR DISPUTED CLAIMS.

### 7.1 Allowance of Claims.

Except as expressly provided in the Plan or in any order entered in the Chapter 11 Cases before the Effective Date (including the Confirmation Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed pursuant to the Plan or a Final Order, including the Confirmation Order (when it becomes a Final Order), Allowing such Claim. On and after the Effective Date, each of the Debtors or the Post-Effective Date Debtors shall have and retain any and all rights and defenses such Debtor had with respect to any Claim immediately before the Effective Date.

### 7.2 Claims Objections.

Except insofar as a Claim is Allowed under the Plan, the Debtors or the Post-Effective Date Debtors (acting through the Plan Administrator), as applicable, shall be entitled to object to Claims. Except as otherwise expressly provided in the Plan and notwithstanding any requirements that may be imposed pursuant to Bankruptcy Rule 9019, after the Effective Date, the Post-Effective Date Debtors and the Plan Administrator shall have the authority (a) to file, withdraw, or litigate to judgment objections to Claims; (b) to settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court; and (c) to administer and adjust the Debtors' claims register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court.

### 7.3 Estimation of Claims.

Before or after the Effective Date, the Debtors, the Post-Effective Date Debtors, and the Plan Administrator may at any time request that the Bankruptcy Court estimate any Disputed Claim that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party previously has objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim, including during the litigation of any objection to any Claim or during the appeal relating to such objection. In the event that the Bankruptcy Court estimates any Disputed, contingent, or unliquidated Claim, that estimated amount shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim for all purposes under the Plan (including for purposes of distributions), as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation of the amount of such Claim, the Debtors, the Post-Effective Date Debtors, or the Plan Administrator, as applicable, may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any holder of a Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such holder has filed a motion requesting the right to seek such reconsideration on or before 21 days after the date on which such Claim is estimated.

#### **7.4 Adjustment to Claims Register Without Objection.**

Any duplicate Claim or Interest or any Claim or Interest that has been paid or satisfied, or any Claim that has been amended or superseded, may be adjusted or expunged on the claims register by the Debtors or the Post-Effective Date Debtors (at the direction of the Plan Administrator) upon stipulation between the parties in interest without a Claims objection having to be filed and without any further notice or action, order, or approval of the Bankruptcy Court.

#### **7.5 Time to File Objections to Claims.**

Any objections to a Claim shall be filed on or before the date that is the later of (a) 180 days after the Effective Date and (b) such later date as may be fixed by the Bankruptcy Court, after notice and a hearing, upon a motion by the Post-Effective Date Debtors, as such deadline may be extended from time to time.

#### **7.6 Disallowance of Claims.**

Any Claims held by Entities from which property is recoverable under sections 542, 543, 550, or 553 of the Bankruptcy Code or that is a transferee of a transfer avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, shall be deemed Disallowed pursuant to section 502(d) of the Bankruptcy Code, and holders of such Claims may not receive any distributions on account of such Claims until such time as such Causes of Action against that Entity have been settled or a Bankruptcy Court order with respect thereto has been entered and all sums due, if any, to the Debtors by that Entity have been turned over or paid to the Debtors or the Post-Effective Date Debtors.

#### **7.7 Amendments to Claims.**

On or after the Effective Date, except as provided in the Plan or the Confirmation Order, a Claim may not be filed or amended without the prior authorization of the Bankruptcy Court, and the Post-Effective Date Debtors.

#### **7.8 No Distributions Pending Allowance.**

If an objection, motion to estimate, or other challenge to a Claim is filed, no payment or distribution provided under the Plan shall be made on account of such Claim unless and until (and only to the extent that) such Claim becomes an Allowed Claim.

#### **7.9 Distributions After Allowance.**

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the holder of such Allowed Claim in accordance with the provisions of the Plan. As soon as practicable after the date on which the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Plan Administrator shall provide to the holder of such Allowed Claim the distribution (if any) to which such holder is entitled under the Plan as of the Effective Date, without any interest to be paid on account of such Claim unless required by the Bankruptcy Code.

### **7.10 Claims Resolution Procedures Cumulative.**

All of the Claims and objection, estimation, and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved in accordance with the Plan or any mechanism approved by the Bankruptcy Court.

## **ARTICLE VIII. EXECUTORY CONTRACTS AND UNEXPIRED LEASES.**

### **8.1 General Treatment.**

(a) As of and subject to the occurrence of the Effective Date, all executory contracts and unexpired leases to which any of the Debtors are parties shall be deemed rejected, unless such contract or lease (i) was previously assumed or rejected by the Debtors pursuant to an order of the Bankruptcy Court; (ii) previously expired or terminated pursuant to its own terms or by agreement of the parties thereto; (iii) is the subject of a motion to assume filed by the Debtors on or before the Confirmation Date; (iv) is identified in Sections 8.4 or 8.5 of the Plan; or (v) is identified for assumption on the Schedule of Assumed Contracts included in the Plan Supplement, which Schedule of Assumed Contracts will identify executory contracts or unexpired leases for assumption and assignment to the Credit Bid Purchaser in accordance with the Credit Bid Purchase Agreement. To the extent the Decommissioning Agreement is an executory contract, it will be assumed and become the obligation of FWE I under the Plan of Merger.

(b) Subject to the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the assumptions, assignments and rejections provided for in the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code and a determination by the Bankruptcy Court that the Credit Bid Purchaser or Post-Effective Date Debtors, as applicable, have provided adequate assurance of future performance under such assumed executory contracts and unexpired leases. Each executory contract and unexpired lease assumed or assumed and assigned pursuant to the Plan shall vest in and be fully enforceable by the Credit Bid Purchaser or Post-Effective Date Debtors, as applicable, in accordance with its terms, except as modified by the provisions of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable law.

(c) To the maximum extent permitted by law, to the extent any provision in any executory contract or unexpired lease assumed pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption of such executory contract or unexpired lease (including any “change of control” provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such executory contract or unexpired lease or to exercise any other default-related rights with respect thereto.

(d) Subject to the terms of the Credit Bid Purchase Agreement, the Debtors reserve the right, on or before 5:00 p.m. (prevailing Central Time) on the date that is seven (7) days before the Confirmation Hearing, or such other time as may be agreed in writing between

the Debtors and the applicable counterparty, to amend the Schedule of Assumed Contracts to add or remove any executory contract or unexpired lease; *provided* that if the Confirmation Hearing is adjourned or continued, such amendment right shall be extended to 5:00 p.m. (prevailing Central Time) on the date that is seven (7) days before the rescheduled or continued Confirmation Hearing, and this provision shall apply in the case of any and all subsequent adjournments and continuances of the Confirmation Hearing; *provided, further* that, subject to the terms of the Credit Bid Purchase Agreement, the Debtors may amend the Schedule of Assumed Contracts to add or delete any executory contracts or unexpired leases after such date to the extent agreed with the relevant counterparties and entry of an order of the Bankruptcy Court.

## **8.2 Determination of Cure Amounts and Deemed Consent.**

(a) Any Cure Amount shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the Cure Amount, as reflected in the applicable cure notice, in Cash on the Effective Date in accordance with the terms of the Credit Bid Purchase Agreement or on such other terms as the parties to such executory contracts or unexpired leases and the Debtors may otherwise agree.

(b) The Debtors shall file, as part of the Plan Supplement, the Schedule of Assumed Contracts. At least ten (10) days before the Confirmation Hearing, the Debtors shall serve a notice on parties to executory contracts or unexpired leases to be assumed or assumed and assigned reflecting the Debtors' intention to potentially assume or assume and assign to the Credit Bid Purchaser in accordance with the terms of the Credit Bid Purchase Agreement the contract or lease in connection with this Plan or the Credit Bid Purchase Agreement and, where applicable, setting forth the proposed Cure Amount (if any). **Any objection by a counterparty to an executory contract or unexpired lease to the proposed assumption, assumption and assignment, or related Cure Amount must be filed, served, and actually received by the Debtors within ten (10) days of the service of the assumption notice, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court.** Any counterparty to an executory contract or unexpired lease that does not timely object to the notice of the proposed assumption of such executory contract or unexpired lease shall be deemed to have assented to assumption of the applicable executory contract or unexpired lease notwithstanding any provision thereof that purports to (i) prohibit, restrict, or condition the transfer or assignment of such contract or lease; (ii) terminate or modify, or permit the termination or modification of, a contract or lease as a result of any direct or indirect transfer or assignment of the rights of any Debtor under such contract or lease or a change, if any, in the ownership or control to the extent contemplated by the Plan; (iii) increase, accelerate, or otherwise alter any obligations or liabilities of any Debtor, or any Post-Effective Date Debtor, under such executory contract or unexpired lease; or (iv) create or impose a Lien upon any property or Asset of any Debtor, or Post-Effective Date Debtor, as applicable. Each such provision shall be deemed to not apply to the assumption of such executory contract or unexpired lease pursuant to the Plan and counterparties to assumed executory contracts or unexpired leases that fail to object to the proposed assumption in accordance with the terms set forth in this Section 8.2(b), shall forever be barred and enjoined from objecting to the proposed assumption or to the validity of such assumption (including with respect to any Cure Amounts or the provision of adequate assurance

of future performance), or taking actions prohibited by the foregoing or the Bankruptcy Code on account of transactions contemplated by the Plan.

(c) If there is an Assumption Dispute pertaining to assumption of an executory contract or unexpired lease (other than a dispute pertaining to a Cure Amount), such dispute shall be heard by the Bankruptcy Court before such assumption being effective; provided, that, subject to the terms of the Credit Bid Purchase Agreement, the Debtors or Post-Effective Date Debtors, as applicable, may settle any Assumption Dispute without any further notice to any party or any action, order, or approval of the Bankruptcy Court.

(d) To the extent an Assumption Dispute relates solely to the Cure Amount, subject to the terms of the Credit Bid Purchase Agreement, the Debtors may assume and/or assume and assign the applicable executory contract or unexpired lease before the resolution of the Assumption Dispute; *provided*, that the Post-Effective Date Debtors or Credit Bid Purchaser, as applicable shall be responsible to pay the determined amount to be Allowed by the Bankruptcy Court or otherwise agreed to by such non-Debtor party. The Debtors or Post-Effective Date Debtors, as applicable, subject to the terms of the Credit Bid Purchase Agreement, may settle any dispute regarding the Cure Amount or the nature thereof without any further notice to any party or any action, order, or approval of the Bankruptcy Court.

(e) Assumption or assumption and assignment of any executory contract or unexpired lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims against any Debtor or defaults by any Debtor, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed executory contract or unexpired lease at any time before the date that the Debtors assume or assume and assign such executory contract or unexpired lease. Any proofs of Claim filed with respect to an executory contract or unexpired lease that has been assumed or assumed and assigned shall be deemed Disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court or any other Person, upon the assumption of such executory contract or unexpired leases.

### **8.3 Rejection Damages Claims.**

**In the event that the rejection of an executory contract or unexpired lease hereunder results in damages to the other party or parties to such contract or lease, any Claim for such damages shall be classified and treated in Class 6B (General Unsecured Claims). A proof of such Claim must be filed with the Bankruptcy Court and served upon counsel for the Debtors, Post-Effective Date Debtor, or the Plan Administrator, as applicable, by the later of (i) thirty (30) days after the filing and service of the notice of the occurrence of the Effective Date; and (ii) thirty (30) days after entry of an Order rejecting such contract or lease if such contract or lease is the subject of a pending Assumption Dispute.**



#### **8.4 Survival of the Debtors' Indemnification Obligations.**

Notwithstanding anything in the Plan (including Section 10.3 of the Plan), any Indemnification Obligation to indemnify current and former officers, directors, members, managers, agents, or employees with respect to all present and future actions, suits, and proceedings against the Debtors or such officers, directors, members, managers, agents, or employees based upon any act or omission for or on behalf of the Debtors shall (a) remain in full force and effect, (b) not be discharged, impaired, or otherwise affected in any way, including by the Plan, the Plan Supplement, or the Confirmation Order, (c) not be limited, reduced or terminated after the Effective Date, and (d) survive unimpaired and unaffected irrespective of whether such Indemnification Obligation is owed for an act or event occurring before, on or after the Petition Date, *provided*, that the Post-Effective Date Debtors shall not indemnify officers, directors, members, or managers, as applicable, of the Debtors for any claims or Causes of Action that are not indemnified by such Indemnification Obligation. All such obligations shall be deemed and treated as executory contracts to be assumed by the Debtors under the Plan and shall continue as obligations of the Post-Effective Date Debtors. Any claim based on the Debtors' obligations under the Plan shall not be a Disputed Claim or subject to any objection, in either case, by reason of section 502(e)(1)(B) of the Bankruptcy Code.

#### **8.5 Insurance Policies.**

(a) All insurance policies to which any Debtor is a party as of the Effective Date, including any D&O Policy, shall be deemed to be and treated as executory contracts and shall be assumed by and vest in the applicable Debtors or the Post-Effective Date Debtors and shall continue in full force and effect thereafter in accordance with their respective terms. Coverage for defense and indemnity under the D&O Policy shall remain available to all individuals within the definition of "Insured" in any D&O Policy.

(b) In addition, after the Effective Date, the Post-Effective Date Debtors or Plan Administrator shall not terminate or otherwise reduce the coverage under any D&O Policy (including any "tail policy") in effect as of the Petition Date, and any current and former directors, officers, members, managers, agents or employees of any of the Debtors who served in such capacity at any time before the Effective Date shall be entitled to the full benefits of any such D&O Policy for the full term of such policy regardless of whether such members, managers, directors, and/or officers remain in such positions after the Effective Date to the extent set forth in such policies.

#### **8.6 Modifications, Amendments, Supplements, Restatements, or Other Agreements.**

Unless otherwise provided herein or by separate order of the Bankruptcy Court, each executory contract and unexpired lease that is assumed shall include any and all modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such executory contract or unexpired lease, without regard to whether such agreement, instruments, or other document is listed in any notices of assumed contracts.

## **8.7 Reservation of Rights.**

(a) Neither the exclusion nor the inclusion by the Debtors of any contract or lease on any exhibit, schedule, or other annex to the Plan or in the Plan Supplement, nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is or is not an executory contract or unexpired lease or that the Debtors or the Post-Effective Date Debtors or their respective affiliates has any liability thereunder.

(b) Except as explicitly provided in the Plan, nothing in the Plan shall waive, excuse, limit, diminish, or otherwise alter any of the defenses, claims, Causes of Action, or other rights of the Debtors or the Post-Effective Date Debtors under any executory or non-executory contract or unexpired or expired lease.

(c) Nothing in the Plan shall increase, augment, or add to any of the duties, obligations, responsibilities, or liabilities of the Debtors or the Post-Effective Date Debtors, as applicable, under any executory or non-executory contract or unexpired or expired lease.

(a) If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of its assumption under the Plan, the Debtors or the Post-Effective Date Debtors, as applicable, shall have thirty (30) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

## **ARTICLE IX. CONDITIONS PRECEDENT TO OCCURRENCE OF EFFECTIVE DATE.**

### **9.1 Conditions Precedent to Effective Date.**

The Effective Date shall not occur unless all of the following conditions precedent have been satisfied or waived in accordance with the Plan:

(a) the Plan Supplement has been filed;

(b) the Bankruptcy Court shall have entered the Confirmation Order, which order shall be a Final Order;

(c) the Definitive Documents shall be (i) consistent with the Restructuring Support Agreement and otherwise acceptable to the parties thereto consistent with their respective consent and approval rights as set forth in the Restructuring Support Agreement [and (ii) acceptable to the Prepetition FLFO Administrative Agent and the First Lien Exit Facility Agent solely to the extent provided and consistent with their consent and approval rights as set forth in this Plan;

(d) the Restructuring Support Agreement shall not have been terminated and shall remain in full force and effect;

(e) all conditions precedent to the effectiveness of the Apache Definitive Documents shall have been satisfied or waived by the party having the right to waive the same;

(f) the Debtors shall have implemented the Restructuring Transactions and all other transactions contemplated by the Plan and the Restructuring Support Agreement in a manner consistent in all respects with the Plan and Restructuring Support Agreement;

(g) the Amended Organizational Documents shall become effective and in full force and effect as of the Effective Date;

(h) the NewCo Organizational Documents shall become effective and in full force and effect as of the Effective Date;

(i) the conditions precedent to the effectiveness of the First Lien Exit Facility Commitment Letter shall have been satisfied or duly waived in writing;

(j) the conditions precedent to the effectiveness of the Second Lien Backstop Commitment Letter shall have been satisfied or duly waived in writing;

(k) the conditions precedent to the effectiveness of the FLTL ERO Backstop Agreement shall have been satisfied or duly waived in writing;

(l) the conditions precedent to the effectiveness of the SLTL ERO Backstop Agreement shall have been satisfied or duly waived in writing

(m) the conditions precedent to the effectiveness of the First Lien Exit Facility (as determined in the First Lien Exit Facility Documents and the First Lien Exit Facility Commitment Letter) shall have been satisfied or duly waived in writing and the First Lien Exit Facility Lenders and the First Lien Exit Facility shall have closed substantially simultaneously with the effectiveness of the Plan;

(n) the conditions precedent to the effectiveness of the Second Lien Exit Facility (as determined in the Second Lien Exit Facility Documents and the Second Lien Backstop Commitment Letter) shall have been satisfied or duly waived in writing and the Second Lien Exit Facility Lenders and the Second Lien Exit Facility shall have closed substantially simultaneously with the effectiveness of the Plan;

(o) the New Intercreditor Agreement shall have been executed and delivered by each of the parties thereto;

(p) the Equity Rights Offerings shall have been consummated;

(q) the conditions precedent to the effectiveness of the Credit Bid Purchase Agreement shall have been satisfied or duly waived in writing in accordance with the terms of the Credit Bid Purchase Agreement and the Credit Bid Transaction Closing shall have occurred or will occur simultaneously with the effectiveness of the Plan, including, without limitation, payment of the New Money Consideration by Buyers to Sellers at Closing pursuant to the terms thereof;

(r) the Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings, or documents (other than any such authorization, consent, regulatory approval, ruling, or document that is customarily obtained or completed after assignment, conveyance or vesting of an applicable Asset) that, after giving effect to the entry of the Confirmation Order, are necessary to implement and effectuate the Plan, including Bankruptcy Court approval, and each of the other transactions contemplated by the Restructuring, and such authorizations, consents, regulatory approvals, rulings, or documents shall not be subject to unfulfilled conditions and shall be in full force and effect, and all applicable regulatory waiting periods shall have expired;

(s) no event of default under the DIP Documents shall have occurred or be continuing and an acceleration of the obligations or termination of the DIP Lenders' commitments under the DIP Documents shall not have occurred; and

(t) all Restructuring Expenses shall have been indefeasibly paid in full in accordance with Section 2.6.

## **9.2 Waiver of Conditions Precedent.**

(a) With the prior written consent of the Required DIP Lenders, the Requisite FLTL Lenders, the conditions precedent to the occurrence of the Effective Date set forth in Section 9.1 of the Plan may be waived, in whole or in part, by the Debtors, without leave of or order of the Bankruptcy Court; *provided that*, a waiver of the conditions precedent to the occurrence of the Effective Date set forth in Sections 9.1(c), (d), (e), and (f) of the Plan shall also require the prior written consent of the Apache PSA Parties; *provided, further*, that a waiver of any of the conditions precedent to the occurrence of the Effective Date in Section 9.1 above shall also require the prior written (i) consent of the Prepetition FLFO Administrative Agent and the Exit First Lien Agent for all conditions precedent other than Section 9.1(d), (r), and (s) and (ii) reasonable consent for the conditions precedent in Section 9.1(r) and (s); *provided, further*, that a waiver of the conditions precedent to the occurrence of the Effective Date set forth in Sections 9.1(l), (p) and (t) shall also require the prior written consent of the Requisite SLTL Lenders. If any such condition precedent is waived pursuant to this section and the Effective Date occurs, each party agreeing to waive such condition precedent shall be estopped from withdrawing such waiver after the Effective Date or otherwise challenging the occurrence of the Effective Date on the basis that such condition was not satisfied, the waiver of such condition precedent shall benefit from the "equitable mootness" doctrine, and the occurrence of the Effective Date shall foreclose any ability to challenge the Plan in any court. If the Plan is confirmed for fewer than all of the Debtors, only the conditions applicable to the Debtor or Debtors for which the Plan is confirmed must be satisfied or waived for the Effective Date to occur.

(b) Except as otherwise provided herein, all actions required to be taken on the Effective Date shall take place and shall be deemed to have occurred simultaneously and no such action shall be deemed to have occurred before the taking of any other such action.

(c) The stay of the Confirmation Order pursuant to Bankruptcy Rule 3020(e) shall be deemed waived by and upon the entry of the Confirmation Order, and the Confirmation Order shall take effect immediately upon its entry.

### **9.3 Effect of Failure of a Condition.**

If the conditions listed in Section 9.1 of the Plan are not satisfied or waived in accordance with Section 9.2 of the Plan on or before the Effective Date, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall (a) constitute a waiver or release of any Claims by or against or any Interests in the Debtors, (b) prejudice in any manner the rights of any Person, or (c) constitute an admission, acknowledgement, offer, or undertaking by the Debtors, any Consenting Creditors, or any other Person.

## **ARTICLE X. EFFECT OF CONFIRMATION.**

### **10.1 Binding Effect.**

Except as otherwise provided in section 1141(d)(3) of the Bankruptcy Code, and subject to the occurrence of the Effective Date, on and after the entry of the Confirmation Order, the provisions of the Plan shall bind every holder of a Claim against or Interest in any Debtor and inure to the benefit of and be binding on such holder's respective successors and assigns, regardless of whether the Claim or Interest of such holder is Impaired under the Plan and whether such holder has accepted the Plan.

### **10.2 Vesting of Assets.**

Except as otherwise provided in the Plan, the Confirmation Order, or any Plan Supplement, on and after the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all Assets of the Estates, including all claims, rights, and Causes of Action and any property acquired by the Debtors or the Post-Effective Date Debtors during the Chapter 11 Cases or under or in connection with the Plan shall vest in each respective Post-Effective Date Debtor free and clear of all Claims, Liens, charges, other encumbrances, and interests (other than any and all Liens securing the FLFO Claims or the obligations under the First Lien Exit Facility). Subject to the terms of the Plan, on and after the Effective Date, the Post-Effective Date Debtors and Plan Administrator may operate their businesses and may use, acquire, and dispose of property and prosecute, compromise, or settle any Claims (including any Administrative Expense Claims) and Causes of Action without notice to, supervision of or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules other than restrictions expressly imposed by the Plan or the Confirmation Order. Without limiting the foregoing, the Post-Effective Date Debtors may pay the charges that they incur on or after the Confirmation Date for Professional Persons' fees, disbursements, expenses, or related support services without application to the Bankruptcy Court.

### **10.3 Discharge of Claims Against and Interests in Debtors.**

Upon the Effective Date, except as otherwise expressly provided in the Plan or in the Confirmation Order, the distributions, rights and treatment to be made under the Plan, shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on

Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their Assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, any obligations incurred in connection with or related to bonds and letters of credit (and any related agreements) issued before the Petition Date on behalf of the Debtors, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (a) a proof of claim based upon such debt or right is filed or deemed filed pursuant to section 501 of the Bankruptcy Code; (b) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (c) the holder of such a Claim or Interest has accepted the Plan. Any default or “event of default” by the Debtors or affiliates with respect to any Claim or Interest that existed immediately before or on account of the filing of the Chapter 11 Cases shall be deemed cured (and no longer continuing) as of the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Effective Date occurring.

Each holder (as well as any trustee or agent on behalf of such holder) of a Claim or Interest, and any affiliate of such holder, shall be deemed to have forever waived, released, and discharged the Debtors, to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, Interests, rights, and liabilities that arose before the Effective Date. Except as otherwise provided in the Plan, upon the Effective Date, all such holders of Claims and Interests and their affiliates shall be forever precluded and enjoined, pursuant to sections 105, 524, and 1141 of the Bankruptcy Code, from prosecuting or asserting any such discharged Claim against or terminated Interest in any Debtor or any Post-Effective Date Debtor

#### **10.4 Pre-Confirmation Injunctions and Stays.**

Unless otherwise provided in the Plan or a Final Order of the Bankruptcy Court, all injunctions and stays arising under or entered during the Chapter 11 Cases, whether under sections 105 or 362 of the Bankruptcy Code or otherwise, and in existence on the date of entry of the Confirmation Order, shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay.

#### **10.5 Injunction Against Interference With Plan.**

Except as otherwise provided in the Plan or in the Confirmation Order, upon the entry of the Confirmation Order, all holders of Claims and Interests and all other parties in interest, along with their respective present and former affiliates, employees, agents, officers, directors, and principals, shall be enjoined from taking any action to interfere with the implementation or the occurrence of the Effective Date.



## 10.6 Plan Injunction.

(a) Except as otherwise provided in the Plan or in the Confirmation Order, from and after the Effective Date, all Persons who have held, hold, or may hold Claims or Interests, and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, are, with respect to any such Claim or Interest, permanently enjoined after the entry of the Confirmation Order from: (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative, or other forum) against or affecting, directly or indirectly, a Debtor, a Post-Effective Date Debtor, or an Estate or the property of any of the foregoing, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (i) or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering in any manner or by any means, whether directly or indirectly, any judgment, award, decree, or order against a Debtor, a Post-Effective Date Debtor, or an Estate or its property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (ii) or any property of any such transferee or successor; (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against a Debtor, a Post-Effective Date Debtor, or an Estate or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this subsection (iii) or any property of any such transferee or successor; (iv) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan to the full extent permitted by applicable law; and (v) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan; *provided*, that nothing contained in the Plan shall preclude such Persons who have held, hold, or may hold Claims against, or Interests in, a Debtor, a Post-Effective Date Debtor, or an Estate from exercising their rights and remedies, or obtaining benefits, pursuant to and consistent with the terms of the Plan.

(b) By accepting distributions pursuant to the Plan, each holder of an Allowed Claim or Interest shall be deemed to have affirmatively and specifically consented to be bound by the Plan, including the injunctions set forth in Section 10.6 of the Plan.

## 10.7 Releases.

(a) **RELEASES BY THE DEBTORS. AS OF THE EFFECTIVE DATE, EXCEPT FOR THE RIGHTS AND REMEDIES THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN, THE CONFIRMATION ORDER, THE OBLIGATIONS CONTEMPLATED BY THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE APACHE DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE CREDIT BID PURCHASE AGREEMENT, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENTS, THE EXIT FACILITY DOCUMENTS, AND THE RESTRUCTURING TRANSACTIONS, ON AND AFTER THE EFFECTIVE DATE, THE RELEASED**

PARTIES WILL BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED, BY THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, AND THE ESTATES, IN EACH CASE ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, AND REPRESENTATIVES AND ANY AND ALL OTHER PERSONS THAT MAY PURPORT TO ASSERT ANY CAUSE OF ACTION DERIVATIVELY, BY OR THROUGH THE FOREGOING PERSONS, FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, AND CAUSES OF ACTION, LOSSES, REMEDIES, OR LIABILITIES WHATSOEVER (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, OR THE ESTATES), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ACCRUED OR UNACCRUED, EXISTING OR HEREINAFTER ARISING, WHETHER IN LAW OR EQUITY, WHETHER SOUNDING IN TORT OR CONTRACT, WHETHER ARISING UNDER FEDERAL OR STATE STATUTORY OR COMMON LAW, OR ANY OTHER APPLICABLE INTERNATIONAL, FOREIGN, OR DOMESTIC LAW, RULE, STATUTE, REGULATION, TREATY, RIGHT, DUTY, REQUIREMENTS OR OTHERWISE THAT THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, THE ESTATES, OR THEIR AFFILIATES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE CHAPTER 11 CASES, THE RESTRUCTURING, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE POST-EFFECTIVE DATE DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING OF CLAIMS AND INTERESTS BEFORE OR DURING THE CHAPTER 11 CASES, THE NEGOTIATION, FORMULATION, PREPARATION, OR CONSUMMATION OF THE PLAN, THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE CREDIT BID PURCHASE AGREEMENT, THE EXIT FACILITY DOCUMENTS, THE APACHE DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENTS, THE DECOMMISSIONING AGREEMENT, OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS RELATING THERETO, OR THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, IN ALL CASES BASED UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE.

ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN SECTION 10.7(a) OF THE PLAN (the "DEBTOR RELEASES"), WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE DEBTOR RELEASES ARE: (I) IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, (II) ESSENTIAL TO THE CONFIRMATION OF THE PLAN, (III) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE RELEASED CLAIMS RELEASED BY THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS AND THE ESTATES, (IV) IN THE BEST INTERESTS OF THE DEBTORS, THE ESTATES AND ALL HOLDERS OF CLAIMS AND INTERESTS, (V) FAIR, EQUITABLE AND REASONABLE, (VI) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND (VII) A BAR TO ANY OF THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, OR THE ESTATES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE DEBTOR RELEASE.

(b) RELEASES BY HOLDERS OF CLAIMS AND INTERESTS. AS OF THE EFFECTIVE DATE, EXCEPT FOR THE RIGHTS AND REMEDIES THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN, THE CONFIRMATION ORDER, THE OBLIGATIONS CONTEMPLATED BY THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE APACHE DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE CREDIT BID PURCHASE AGREEMENT, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENTS, THE EXIT FACILITY DOCUMENTS, AND THE RESTRUCTURING TRANSACTIONS, ON AND AFTER THE EFFECTIVE DATE, THE RELEASED PARTIES WILL BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED BY THE RELEASING PARTIES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, AS SUCH LAW MAY BE EXTENDED SUBSEQUENT TO THE EFFECTIVE DATE BY THE RELEASING PARTIES, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, OR THEIR ESTATES, INCLUDING ANY CAUSES OF ACTION ARISING UNDER CHAPTER 5 OF THE BANKRUPTCY CODE), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ASSERTED OR UNASSERTED, ACCRUED OR UNACRUED, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT, OR OTHERWISE BY STATUTE, WHETHER ARISING UNDER FEDERAL OR STATE, STATUTORY OR COMMON LAW, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS, OR ANY OTHER APPLICABLE INTERNATIONAL, FOREIGN, OR DOMESTIC LAW, RULE STATUTE, REGULATION, TREATY, RIGHT, DUTY, REQUIREMENT OR OTHERWISE, THAT THE RELEASING PARTIES OR THEIR

ESTATES, AFFILIATES, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS, MANAGERS, ACCOUNTANTS, ATTORNEYS, REPRESENTATIVES, CONSULTANTS, AGENTS, AND ANY OTHER PERSONS CLAIMING UNDER OR THROUGH THEM WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, OR THEIR ESTATES, THE CHAPTER 11 CASES, THE RESTRUCTURING, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE POST-EFFECTIVE DATE DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS OR INTERACTIONS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING, THE RESTRUCTURING OF ANY CLAIMS OR INTERESTS BEFORE OR DURING THE CHAPTER 11 CASES, THE NEGOTIATION, FORMULATION, PREPARATION, OR CONSUMMATION OF THE PLAN, THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE CREDIT BID PURCHASE AGREEMENT, THE EXIT FACILITY DOCUMENTS, THE APACHE DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENTS, THE DECOMMISSIONING AGREEMENT OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS, RELATING THERETO, OR THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, IN ALL CASES BASED UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCES TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE.

ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN SECTION 10.7(B) OF THE PLAN (THE "THIRD-PARTY RELEASE"), WHICH INCLUDES, BY REFERENCE, EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND, FURTHERMORE, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD-PARTY RELEASE IS (I) CONSENSUAL, (II) ESSENTIAL TO THE CONFIRMATION OF THE PLAN, (III) GIVEN IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, (IV) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD-PARTY RELEASE, (V) IN THE BEST INTERESTS OF THE DEBTORS AND THEIR ESTATES, (VI) FAIR, EQUITABLE AND REASONABLE, (VII) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND (VIII) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD-PARTY RELEASE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION 10.7(B) OF THE PLAN, NO PARTY SHALL BE RELEASED TO THE EXTENT SUCH RELEASE WOULD IMPAIR THE DECOMMISSIONING SECURITY OR THE APACHE PSA PARTIES' ABILITY TO DRAW ON THE DECOMMISSIONING SECURITY, IN ANY RESPECT. FOR THE AVOIDANCE OF DOUBT, ANY AND ALL CLAIMS THE APACHE PSA PARTIES MAY HAVE AGAINST FWE I RELATED TO THE DECOMMISSIONING AGREEMENT ARISING POST-EFFECTIVE DATE AND ANY SECURITY OBTAINED, PROVIDED, OR PLEDGED IN CONNECTION WITH THE DECOMMISSIONING AGREEMENT WILL BE PRESERVED AND ANY AND ALL CLAIMS FWE I MAY HAVE AGAINST THE APACHE PSA PARTIES RELATED TO THE DECOMMISSIONING AGREEMENT ARISING POST-EFFECTIVE DATE AND THE DECOMMISSIONING SECURITY WILL BE PRESERVED.

(c) *Release of Liens.* Except as otherwise specifically provided in the Plan (including all Liens securing the FLFO Claims or the First Lien Exit Facility) or in any contract, instrument, release, or other agreement or document contemplated under or executed in connection with the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is secured and Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the estates shall be fully released and discharged, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Post-Effective Date Debtors and their successors and assigns, in each case, without any further approval or order of the Bankruptcy Court and without any action or filing being required to be made by the Debtors. For the avoidance of doubt, all liens and encumbrances on, interests in, and claims against the Legacy Apache Properties (as defined in the Apache Term Sheet) and the other FWE I Assets (as defined in Part A of Schedule I of the Plan of Merger) held by the Prepetition FLFO Secured Parties, Prepetition FLTL Lenders, and Prepetition SLTL Lenders shall be released, discharged, and of no further force or effect as of the Effective Date.

#### 10.8 Exculpation.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE RIGHTS THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN, THE CONFIRMATION ORDER AND THE OBLIGATIONS CONTEMPLATED BY THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE APACHE DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE CREDIT BID PURCHASE AGREEMENT, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EXIT FACILITY DOCUMENTS, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENTS, AND THE RESTRUCTURING TRANSACTIONS, NO EXCULPATED PARTY WILL HAVE OR INCUR, AND EACH EXCULPATED PARTY WILL BE RELEASED AND EXCULPATED FROM, ANY CLAIM, OBLIGATION, SUIT, JUDGMENT, DAMAGE, DEMAND, DEBT, RIGHT, REMEDY LOSS, LIABILITY AND



CAUSE OF ACTION IN CONNECTION WITH OR ARISING OUT OF THE ADMINISTRATION OF THE CHAPTER 11 CASES; THE NEGOTIATION AND PURSUIT OF THE DIP FACILITY, THE CREDIT BID PURCHASE AGREEMENT, THE NEW MONEY INVESTMENT, THE EXIT FACILITY DOCUMENTS, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENTS, THE APACHE DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE DISCLOSURE STATEMENT, THE RESTRUCTURING, THE PLAN (INCLUDING THE PLAN SUPPLEMENT), AND ALL DOCUMENTS RELATING TO THE FOREGOING, OR THE SOLICITATION OF VOTES FOR, OR CONFIRMATION OF, THE PLAN; THE FUNDING OF THE PLAN; THE OCCURRENCE OF THE EFFECTIVE DATE; THE ADMINISTRATION OF THE PLAN OR THE PROPERTY TO BE DISTRIBUTED UNDER THE PLAN; THE ISSUANCE OF SECURITIES UNDER OR IN CONNECTION WITH THE PLAN; THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE POST-EFFECTIVE DATE DEBTORS; OR THE TRANSACTIONS IN FURTHERANCE OF ANY OF THE FOREGOING; OTHER THAN CLAIMS OR CAUSES OF ACTION ARISING OUT OF OR RELATED TO ANY ACT OR OMISSION OF AN EXCULPATED PARTY THAT CONSTITUTES INTENTIONAL FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE AS DETERMINED BY A FINAL ORDER, BUT IN ALL RESPECTS SUCH PERSONS WILL BE ENTITLED TO REASONABLY RELY UPON THE ADVICE OF COUNSEL WITH RESPECT TO THEIR DUTIES AND RESPONSIBILITIES PURSUANT TO THE PLAN. THE EXCULPATED PARTIES HAVE ACTED IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE WITH REGARD TO THE SOLICITATION OF THE PLAN AND, THEREFORE, ARE NOT, AND ON ACCOUNT OF SUCH DISTRIBUTIONS WILL NOT BE, LIABLE AT ANY TIME FOR THE VIOLATION OF ANY APPLICABLE LAW, RULE, OR REGULATION GOVERNING THE SOLICITATION OF ACCEPTANCES OR REJECTIONS OF THE PLAN OR SUCH DISTRIBUTIONS MADE PURSUANT TO THE PLAN. THE EXCULPATION WILL BE IN ADDITION TO, AND NOT IN LIMITATION OF, ALL OTHER RELEASES, INDEMNITIES, EXCULPATIONS, AND ANY OTHER APPLICABLE LAW OR RULES PROTECTING SUCH EXCULPATED PARTIES FROM LIABILITY.

#### **10.9 Injunction Related to Releases and Exculpation.**

The Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or entity, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, or liabilities released pursuant to the Plan, including the claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities released or exculpated in the Plan or the Confirmation Order.



### **10.10 Subordinated Securities Claims.**

The allowance, classification, and treatment of all Allowed Claims and Interests and the respective distributions and treatments thereof under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, sections 510(a), 510(b), or 510(c) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtors reserve the right to reclassify any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

### **10.11 Retention of Causes of Action and Reservation of Rights.**

(a) Except as otherwise provided in the DIP Order or Plan, including Sections 10.5, 10.6, 10.7, 10.8 and 10.9, nothing contained in the Plan or the Confirmation Order shall be deemed to be a waiver or relinquishment of any rights, claims, Causes of Action, rights of setoff or recoupment, or other legal or equitable defenses that the Debtors had immediately before the Effective Date on behalf of the Estates or of themselves in accordance with any provision of the Bankruptcy Code or any applicable nonbankruptcy law. The Post-Effective Date Debtors shall have, retain, reserve, and be entitled to assert all such claims, Causes of Action, rights of setoff or recoupment, and other legal or equitable defenses as fully as if the Chapter 11 Cases had not been commenced, and all of the Debtors' legal and equitable rights in respect of any Unimpaired Claim may be asserted after the Confirmation Date and Effective Date to the same extent as if the Chapter 11 Cases had not been commenced.

(b) Notwithstanding Section 10.11(a), on the Effective Date, the Post-Effective Date Debtors shall be deemed to have released all preference actions pursuant to section 547 of the Bankruptcy Code against the holders of Unsecured Trade Claims and General Unsecured Claims (in each case, solely in their capacity as holders of Unsecured Trade Claims and General Unsecured Claims, as applicable).

### **10.12 Ipso Facto and Similar Provisions Ineffective.**

Any term of any prepetition policy, prepetition contract, or other prepetition obligation applicable to a Debtor shall be void and of no further force or effect with respect to any Debtor to the extent that such policy, contract, or other obligation is conditioned on, creates an obligation of the Debtor as a result of, or gives rise to a right of any entity based on any of the following: (a) the insolvency or financial condition of a Debtor; (b) the commencement of the Chapter 11 Cases; (c) the confirmation or consummation of the Plan, including any change of control that shall occur as a result of such consummation; or (d) the Restructuring.

### **10.13 Indemnification and Reimbursement Obligations.**

For purposes of the Plan, (a) Indemnification Obligations to current and former directors, officers, members, managers, agents or employees of any of the Debtors who served in such capacity before, on or subsequent to the Petition Date shall be assumed by the Post-Effective Date Debtors and (b) Indemnification Obligations of the Debtors arising from services as current and former directors, officers, members, managers, agents or employees of any of the

Debtors who served in such capacity during the period from and after the Petition Date shall be Administrative Expense Claims. In addition, after the Effective Date, the Post-Effective Date Debtors shall not terminate or otherwise reduce the coverage under any current and former directors', officers', members', managers', agents' or employees' insurance policies (including any "tail policy") in effect as of the Petition Date, and all current and former directors, officers, members, managers, agents or employees of any of the Debtors who served in such capacity at any time before the Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy regardless of whether such members, managers, directors, and/or officers remain in such positions after the Effective Date to the extent set forth in such policies.

## **ARTICLE XI. RETENTION OF JURISDICTION.**

### **11.1 Retention of Jurisdiction.**

Pursuant to sections 105(c) and 1142 of the Bankruptcy Code and notwithstanding entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction, pursuant to 28 U.S.C. §§ 1334 and 157, over all matters arising in or related to the Chapter 11 Cases for, among other things, the following purposes:

(a) to hear and determine motions and/or applications for the assumption or rejection of executory contracts or unexpired leases and any disputes over Cure Amounts resulting therefrom;

(b) to determine any motion, adversary proceeding, application, contested matter, and other litigated matter pending on or commenced after the entry of the Confirmation Order;

(c) to hear and resolve any disputes arising from or related to (i) any orders of the Bankruptcy Court granting relief under Bankruptcy Rule 2004 or (ii) any protective orders entered by the Bankruptcy Court in connection with the foregoing;

(d) to ensure that distributions to holders of Allowed Claims are accomplished as provided in the Plan and the Confirmation Order and to adjudicate any and all disputes arising from or relating to distributions under the Plan;

(e) to consider Claims or the allowance, classification, priority, compromise, estimation, or payment of any Claim, including any Administrative Expense Claim;

(f) to enter, implement, or enforce such orders as may be appropriate in the event that the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;

(g) to issue and enforce injunctions, enter and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any Person

or other Entity with the consummation, implementation, or enforcement of the Plan, the Confirmation Order, or any other order of the Bankruptcy Court;

(h) to hear and determine any application to modify the Plan in accordance with section 1127 of the Bankruptcy Code to remedy any defect or omission or reconcile any inconsistency in the Plan, the Disclosure Statement, or any order of the Bankruptcy Court, including the Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;

(i) to hear and determine all Fee Claims;

(j) to resolve disputes concerning any reserves with respect to Disputed Claims or the administration thereof;

(k) to hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan, the Confirmation Order, any transactions or payments in furtherance of either, or any agreement, instrument, or other document governing or related to any of the foregoing;

(l) to take any action and issue such orders, including any such action or orders as may be necessary after entry of the Confirmation Order or the occurrence of the Effective Date, as may be necessary to construe, enforce, implement, execute, and consummate the Plan, including any release, exculpation, or injunction provisions set forth in the Plan, following the occurrence of the Effective Date;

(m) to determine such other matters and for such other purposes as may be provided in the Confirmation Order;

(n) to hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code (including any requests for expedited determinations under section 505(b) of the Bankruptcy Code);

(o) to hear and determine any other matters related to the Chapter 11 Cases and not inconsistent with the Bankruptcy Code or title 28 of the United States Code;

(p) to resolve any disputes concerning whether a Person or entity had sufficient notice of the Chapter 11 Cases, the Disclosure Statement, any solicitation conducted in connection with the Chapter 11 Cases, any bar date established in the Chapter 11 Cases, or any deadline for responding or objecting to a Cure Amount, in each case, for the purpose for determining whether a Claim or Interest is discharged hereunder or for any other purpose;

(q) to hear and determine any rights, Claims, or Causes of Action held by or accruing to the Debtors pursuant to the Bankruptcy Code or pursuant to any federal statute or legal theory;

(r) to recover all Assets of the Debtors and property of the Estates, wherever located;

(s) to hear and determine matters related to the DIP Facility and the DIP Order; and

(t) to enter a final decree closing each of the Chapter 11 Cases.

Notwithstanding anything in this Article XI to the contrary, as of the Effective Date, the Exit Facility Documents and any other documents related thereto, including the New Intercreditor Agreement, shall be governed by the jurisdictional provisions therein and the Bankruptcy Court shall not retain jurisdiction with respect thereto.

## **ARTICLE XII. MISCELLANEOUS PROVISIONS.**

### **12.1 Payment of Statutory Fees**

On the Effective Date and thereafter as may be required, the Debtors or the Post-Effective Date Debtors, as applicable, shall pay all Statutory Fees that are due and payable, together with interest, if any, pursuant to § 3717 of title 31 of the United States Code for each Debtor's case. The obligations under this Section 12.1 shall remain for each Debtor until such time as a final decree is entered closing the Chapter 11 Case for such Debtor, a Final Order converting such Debtor's Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code is entered, or a Final Order dismissing such Debtor's Chapter 11 Case is entered.

### **12.2 Exemption from Certain Transfer Taxes.**

Pursuant to and to the fullest extent permitted by section 1146 of the Bankruptcy Code, (a) the issuance, transfer or exchange of any securities, instruments or documents, (b) the creation of any Lien, mortgage, deed of trust or other security interest, (c) all sale transactions consummated by the Debtors and approved by the Bankruptcy Court on and after the Confirmation Date through and including the Effective Date, including any transfers effectuated under the Plan, (d) any assumption, assignment, or sale by the Debtors of their interests in unexpired leases of nonresidential real property or executory contracts pursuant to section 365(a) of the Bankruptcy Code, (e) the grant of collateral under the Standby Loan Agreement and (f) the issuance, renewal, modification or securing of indebtedness by such means, and the making, delivery or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including the Confirmation Order, shall not be subject to any document recording tax, stamp tax, conveyance fee or other similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, sales tax, use tax or other similar tax or governmental assessment. Consistent with the foregoing, each recorder of deeds or similar official for any county, parish, city or Governmental Unit in which any instrument hereunder is to be recorded shall, pursuant to the Confirmation Order, be ordered and directed to accept such instrument without requiring the payment of any filing fees, documentary stamp tax, deed stamps, stamp tax, transfer tax, intangible tax or similar tax.

### **12.3 Request for Expedited Determination of Taxes.**

The Debtors shall have the right to request an expedited determination under section 505(b) of the Bankruptcy Code with respect to tax returns filed, or to be filed, for any and all taxable periods ending after the Petition Date through the Effective Date.

### **12.4 Dates of Actions to Implement Plan.**

In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on or as soon as reasonably practicable after the next succeeding Business Day but shall be deemed to have been completed as of the required date.

### **12.5 Amendments.**

(a) Plan Modifications. Subject to (i) the consent rights set forth in the Restructuring Support Agreement, (ii) the reasonable consent of the Creditors' Committee solely to the extent that it adversely impacts the holders of General Unsecured Claims or Unsecured Trade Claims and (iii) the reasonable consent of the Prepetition FLFO Administrative Agent, the Plan may be amended, modified, or supplemented by the Debtors in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by law, without additional disclosure pursuant to section 1125 of the Bankruptcy Code, except as otherwise ordered by the Bankruptcy Court. In addition, after the Confirmation Date, so long as such action does not materially and adversely affect the treatment of holders of Allowed Claims pursuant to the Plan, the Debtors, with (i) the consent of the Required DIP Lenders, and the Requisite FLTL Lenders, (ii) the reasonable consent of the Creditors' Committee solely to the extent that it adversely impacts the holders of General Unsecured Claims or Unsecured Trade Claims, and (iii) the reasonable consent of the Prepetition FLFO Administrative Agent, may remedy any defect or omission or reconcile any inconsistencies in the Plan or the Confirmation Order with respect to such matters as may be necessary to carry out the purposes of effects of the Plan, and any holder of a Claim or Interest that has accepted the Plan shall be deemed to have accepted the Plan as amended, modified, or supplemented. The Debtors, subject to (i) the consent of the Required DIP Lenders and the Requisite FLTL Lenders and (ii) the applicable consent rights of the Prepetition FLFO Administrative Agent, shall have the right to amend the documents contained in, and exhibits to, the Plan Supplement in accordance with the terms of the Plan and the Restructuring Support Agreement or the First Lien Exit Facility Commitment Letter, as applicable, through the Effective Date.

(b) Certain Technical Amendments. Before the Effective Date, the Debtors, subject to the consent rights set forth in the Restructuring Support Agreement, may make appropriate technical adjustments and modifications to the Plan without further order or approval of the Bankruptcy Court.

### **12.6 Revocation or Withdrawal of Plan.**

The Debtors reserve the right to revoke or withdraw the Plan before the Effective Date as to any or all of the Debtors. If, with respect to a Debtor, the Plan has been revoked or withdrawn before the Effective Date, or if confirmation or the occurrence of the Effective Date

as to such Debtor does not occur on the Effective Date, then, with respect to such Debtor: (a) the Plan shall be null and void in all respects; (b) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount any Claim or Interest or Class of Claims or Interests), assumption or rejection of executory contracts or unexpired leases affected by the Plan, and any document or agreement executed pursuant to the Plan shall be deemed null and void; and (c) nothing contained in the Plan shall (i) constitute a waiver or release of any Claim by or against, or any Interest in, such Debtor or any other Person; (ii) prejudice in any manner the rights of such Debtor or any other Person; or (iii) constitute an admission of any sort by any Debtor or any other Person.

#### **12.7 Severability.**

If, before the entry of the Confirmation Order, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtors shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation by the Bankruptcy Court, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with this section, is (a) valid and enforceable pursuant to its terms, (b) integral to the Plan and may not be deleted or modified without the consent of the Debtors or the Post-Effective Date Debtors (as the case may be) and (c) nonseverable and mutually dependent.

#### **12.8 Governing Law.**

Except to the extent that the Bankruptcy Code or other federal law is applicable or to the extent that a Plan Supplement document provides otherwise, the rights, duties, and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Texas, without giving effect to the principles of conflicts of laws thereof.

#### **12.9 Immediate Binding Effect.**

Notwithstanding Bankruptcy Rules 3020(e), 6004(h), 7062, or otherwise, upon the occurrence of the Effective Date, the terms of the Plan shall be immediately effective and enforceable and deemed binding upon and inure to the benefit of the Debtors, the Post-Effective Date Debtors, the holders of Claims and Interests, the Released Parties, and each of their respective successors and assigns.

#### **12.10 Successors and Assigns.**

The rights, benefits, and obligations of any Person named or referred to in the Plan shall be binding on and shall inure to the benefit of any heir, executor, administrator, successor, or permitted assign, if any, of each such Person.



**12.11 Entire Agreement.**

On the Effective Date, the Plan, the Plan Supplement, and the Confirmation Order shall supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

**12.12 Computing Time.**

In computing any period of time prescribed or allowed by the Plan, unless otherwise set forth in the Plan or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

**12.13 Exhibits to Plan.**

All exhibits, schedules, supplements, and appendices to the Plan (including any other documents to be executed, delivered, assumed, or performed in connection with the occurrence of the Effective Date) are incorporated into and are a part of the Plan as if set forth in full in the Plan.

**12.14 Notices.**

All notices, requests, and demands hereunder shall be in writing (including by facsimile or email transmission) and, unless otherwise provided herein, shall be deemed to have been duly given or made only when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

(a) If to the Debtors:

Fieldwood Energy LLC  
2000 W. Sam Houston Parkway, S. Suite 1200  
Houston, Texas 77042  
Attention: Michael Dane and Thomas R. Lamme

– and –

WEIL, GOTSHAL & MANGES LLP  
767 Fifth Avenue  
New York, New York 10153  
Attn: Matthew S. Barr, Esq., Alfredo R. Pérez, Esq., and Jessica Liou, Esq.  
Telephone: (212) 310-8000  
Facsimile: (212) 310-8007

*Attorneys for the Debtors*

(b) If to the DIP Lenders or FLTL Lenders:

DAVIS POLK & WARDWELL LLP

450 Lexington Avenue  
New York, NY 10017  
Attn: Damian Schaible, Esq. and Natasha Tsiouris, Esq.  
Telephone: (212) 450-4000  
Facsimile: (212) 701-5800

(c) If to the Post-Effective Date Debtors:

[Plan Administrator]  
[Plan Administrator Address]

– and –

WEIL, GOTSHAL & MANGES LLP  
767 Fifth Avenue  
New York, New York 10153  
Attn: Matthew S. Barr, Esq., Alfredo R. Pérez, Esq., and Jessica Liou, Esq.  
Telephone: (212) 310-8000  
Facsimile: (212) 310-8007

*Attorneys for Post-Effective Date Debtors*

A notice is deemed to be given and received (a) if sent by first-class mail, personal delivery, or courier, on the date of delivery if it is a Business Day and the delivery was made before 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day, or (b) if sent by electronic mail, when the sender receives an email from the recipient acknowledging receipt; *provided* that an automatic “read receipt” does not constitute acknowledgment of an email for purposes of this Section. Any party may change its address for service from time to time by providing a notice in accordance with the foregoing. Any element of a party’s address that is not specifically changed in a notice will be assumed not to be changed.

After the occurrence of the Effective Date, the Post-Effective Date Debtors and Plan Administrator have authority to send a notice to entities that to continue to receive documents pursuant to Bankruptcy Rule 2002, such entities must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002; *provided*, that the U.S. Trustee need not file such a renewed request and shall continue to receive documents without any further action being necessary. After the occurrence of the Effective Date, the Post-Effective Date Debtors are authorized to limit the list of entities receiving documents pursuant to Bankruptcy Rule 2002 to the U.S. Trustee and those entities that have filed such renewed requests.

### **12.15 Reservation of Rights.**

Except as otherwise provided herein, the Plan shall be of no force or effect unless the Bankruptcy Court enters the Confirmation Order. None of the filing of the Plan, any statement or provision of the Plan, or the taking of any action by the Debtors with respect to the Plan shall be or shall be deemed to be an admission or waiver of any rights of (a) the Debtors

with respect to any Claims or Interests before the Effective Date or (b) any holder of a Claim or Interest or other entity before the Effective Date.

**12.16 Dissolution of Creditors' Committee.**

On the Effective Date, the Creditors' Committee shall dissolve, and the members thereof shall be released and discharged from all rights and duties arising from, or related to, the Chapter 11 Cases, provided that following the Effective Date, the Creditors' Committee shall continue in existence and have standing and a right to be heard for the following limited purposes: (a) Claims and/or applications, and any relief related thereto, for compensation by Professional Persons retained in the Chapter 11 Cases pursuant to sections 327, 328, 329, 330, 331, 503(b), or 1103 of the Bankruptcy Code and requests for allowance of Administrative Expense Claims for substantial contribution pursuant to section 503(b)(3)(D) of the Bankruptcy Code; and (b) any appeals of the Confirmation Order or other appeals to which the Creditors' Committee is a party.

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Dated: March 24, 2021  
Houston, Texas

Respectfully submitted,

**FIELDWOOD ENERGY LLC**

By: Fieldwood Energy Inc., its managing member

By: Thomas R. Lamme  
Name: Thomas R. Lamme  
Title: Senior Vice President and General Counsel

**FIELDWOOD ENERGY INC.**

By: Thomas R. Lamme  
Name: Thomas R. Lamme  
Title: Senior Vice President and General Counsel

**FIELDWOOD ENERGY OFFSHORE LLC**

By: Thomas R. Lamme  
Name: Thomas R. Lamme  
Title: Vice President

**FIELDWOOD ONSHORE LLC**

By: Thomas R. Lamme  
Name: Thomas R. Lamme  
Title: Vice President

**FIELDWOOD SD OFFSHORE LLC**

By: Thomas R. Lamme  
Name: Thomas R. Lamme  
Title: Vice President

**FIELDWOOD OFFSHORE LLC**

By: Fieldwood Energy LLC, its managing member

By: Fieldwood Energy Inc., its managing member

By: Thomas R. Lamme  
Name: Thomas R. Lamme  
Title: Senior Vice President and General Counsel

**DYNAMIC OFFSHORE RESOURCES NS, LLC**

By: Thomas R. Lamme  
Name: Thomas R. Lamme  
Title: Vice President

**FW GOM PIPELINE, INC.**

By: Thomas R. Lamme  
Name: Thomas R. Lamme  
Title: Vice President

**GOM SHELF LLC**

By: Fieldwood Energy LLC, its managing member

By: Fieldwood Energy Inc., its managing member

By: Thomas R. Lamme  
Name: Thomas R. Lamme  
Title: Senior Vice President and General Counsel

**BANDON OIL AND GAS GP, LLC**

By: Thomas R. Lamme  
Name: Thomas R. Lamme  
Title: Vice President

**BANDON OIL AND GAS, LP**

By: Bandon Oil and Gas, LLC, its general partner

By: Thomas R. Lamme

Name: Thomas R. Lamme

Title: Vice President

**FIELDWOOD ENERGY SP LLC**

By: Thomas R. Lamme

Name: Thomas R. Lamme

Title: Vice President

**GALVESTON BAY PIPELINE LLC**

By: Fieldwood Onshore LLC, its managing member

By: Thomas R. Lamme

Name: Thomas R. Lamme

Title: Vice President

**GALVESTON BAY PROCESSING LLC**

By: Fieldwood Onshore LLC, its managing member

By: Thomas R. Lamme

Name: Thomas R. Lamme

Title: Vice President



**Exhibit B**  
**Leases, Rights of Way and Rights of Use and Easement Related to  
Purchased Oil & Gas Lease Interests**

## Purchased Oil & Gas Lease Interests<sup>1</sup>

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note <sup>2</sup>
AT 023	G35015	Federal	RT	8/1/2013	5,760	Murphy E&P USA	8%	PRIMARY	
BS 25	G31442	Federal	RT	2/1/2008	2,079	Tana Exp	25%	UNIT	
BS 25	SL19718	SL-LA	WI	7/9/2008	154	Tana Exp	25%	Active	
BS 45	SL15683	SL-LA	WI A	4/14/1997	-	Southern Oil of Louisiana	38%	UNIT	[2]
BS 52	SL17675	SL-LA	WI A	12/16/2002	-	Southern Oil of Louisiana	38%	UNIT	[3]
BS 52	SL17860	SL-LA	WI	8/18/2003	-	Southern Oil of Louisiana	15%	UNIT	
EC 345	G15156	Federal	ORRI	8/1/1995	2,500	Talos ERT	1%	PROD (production ceased 4/28/20)	
EW 1009	G34878	Federal	RT	8/1/2013	5,760	Fieldwood En	50%	UNIT	
EW 1010	G34879	Federal	RT	8/1/2013	5,760	Fieldwood En	50%	UNIT	
EW 1011	G34880	Federal	RT	8/1/2013	1,500	Fieldwood En	50%	UNIT	
EW 789	G35805	Federal	ORRI	7/1/2016	5,760	Walter O&G	1%	UNIT	
EW 790	G33140	Federal	OP 1	7/1/2009	5,753	Fieldwood En	100%	UNIT	
EW 790	G33140	Federal	OP 2	7/1/2009	5,753	Fieldwood En	100%	UNIT	
EW 790	G33140	Federal	ORRI	7/1/2009	5,753	Walter O&G	1%	UNIT	
EW 790	G33140	Federal	ORRI	7/1/2009	5,753	Walter O&G	1%	UNIT	
EW 828	G35806	Federal	RT	6/1/2016	3,731	Fieldwood En Off	100%	PRIMARY	
EW 834	G27982	Federal	ORRI	7/1/2006	5,760	Walter O&G	1%	UNIT	
EW 835	G33707	Federal	ORRI	5/1/2010	364	Walter O&G	1%	UNIT	
GC 039 B	G36476	Federal	RT	9/1/2013	450	Fieldwood En	50%	PRIMARY	

<sup>1</sup> The Debtors and the Consenting FLTL Lenders reserve the right to amend, modify, or supplement this schedule subject to any consent rights under the Restructuring Support Agreement.

[1] Represents leases in which the Credit Bid Purchaser is to acquire all of the Debtors' right, title and interest in such lease (less and except the right, title and interest acquired by FWE from Apache and/or held by GOM Shelf); as to all remaining leases on this schedule (except those referenced in footnotes [5]-[7] below), the Credit Bid Purchaser is to obtain all of the Debtors' right, title and interest in such leases.

[2] This lease has different ownership in 4 different portions, and a Seller (Fieldwood Offshore) has a working interest (37.5%) in only one of these 4 portions.

[3] This lease has different ownership in 3 different portions, and a Seller (Fieldwood Offshore) has a working interest (37.5%) in only one of these 3 portions.

[4] Fieldwood Energy Offshore has two ORRIs: a 1.225% ORRI from assignment filed with BOEM 2/09/2015 and another 3.43% (or 49% of 7%) ORRI that is granted each year. However, as to the SS 005 ST01 well, its combined ORRI is only 3.92% until 5.8 million barrels of oil equivalent from this well.

[5] The Credit Bid Purchaser to acquire record title solely as to the W/2 and SE/4 of the block. The record title and the Debtors' operating rights solely as to the NE/4 of the block are to be abandoned.

[6] FWE I is to acquire solely the operating rights as to the NE/4 of this block; the Credit Bid Purchaser is to obtain the Debtors' overriding royalty interest in this lease; and the Debtors' remaining interests in this lease are to be abandoned.

[7] Represents leases where the Credit Bid Purchaser is to acquire solely the Debtors' overriding royalty interests; the Debtors' remaining interests in these leases are to be abandoned.

Key: RT = Record Title; OP = Operating Rights; ORRI = Overriding Royalty Interest; CONT = Contractual; OPRTS = Operating Rights; WI = Working Interest

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note <sup>2</sup>
GC 040	G34536	Federal	RT	11/1/2012	5,760	Fieldwood En	50%	UNIT	
GC 041	G34537	Federal	RT	10/1/2012	1,783	Fieldwood En	50%	UNIT	
GC 064	G34539	Federal	RT	8/1/2012	5,760	Fieldwood En Off	49%	PROD	
GC 065	G05889	Federal	OP	7/1/1983	5,760	Fieldwood En Off	49%	UNIT	
GC 108	G14668	Federal	OP	7/1/1994	5,760	Fieldwood En Off	49%	UNIT	
GC 109	G05900	Federal	OP	7/1/1983	5,760	Fieldwood En Off	49%	UNIT	
GC 153	G36814	Federal	RT	11/1/2019	5,760	Fieldwood En	100%	PRIMARY	
GC 198	G36021	Federal	RT	6/1/2017	5,760	Fieldwood En Off	100%	PRIMARY	
GC 200	G12209	Federal	OP	5/1/1990	5,760	Fieldwood En Off	53%	UNIT	
GC 200	G12209	Federal	RT	5/1/1990	5,760	Fieldwood En Off	100%	UNIT	
GC 201	G12210	Federal	ORRI	5/1/1990	5,760	LLOG Exp Off	5%	UNIT	
GC 201	G12210	Federal	RT	5/1/1990	5,760	Fieldwood En Off	100%	UNIT	[5]
GC 238	G26302	Federal	ORRI	7/1/2004	5,760	Talos ERT	3%	PROD	
GC 238	G26302	Federal	OP	7/1/2004	5,760	BHP Billiton Pet GOM	40%	PROD	
GC 243	G20051	Federal	ORRI	7/1/1998	5,760	Walter O&G	5%	PROD	[4]
GC 244	G11043	Federal	RT	5/1/1989	5,760	Fieldwood En Offshore	100%	UNIT	
GC 282	G16727	Federal	OP	9/1/1996	5,760	BHP Billiton Pet GOM	25%	PROD	
GC 282	G16727	Federal	ORRI	9/1/1996	5,760	Talos ERT	2%	PROD	
GC 39 A	G34966	Federal	RT	9/1/2013	540	Fieldwood En	50%	UNIT	
GC 39 A	G34966	Federal	OP	9/1/2013	540	Fieldwood En	50%	UNIT	
GC 679	G21811	Federal	OP 2	7/1/2000	5,760	Fieldwood En	43%	PROD	
GC 679	G21811	Federal	RT	7/1/2000	5,760	Fieldwood En	38%	PROD	
GC 768	G21817	Federal	OP 1	6/1/2000	5,760	Anadarko Pet	50%	PROD	
GC 768	G21817	Federal	OP 2	6/1/2000	5,760	Fieldwood En	43%	PROD	
GC 768	G21817	Federal	RT	6/1/2000	5,760	Fieldwood En	100%	PROD	
GI 110	G13943	Federal	RT	8/1/1993	5,000	Fieldwood En	50%	UNIT	[1]
GI 116	G13944	Federal	RT	7/1/1993	5,000	Fieldwood En	50%	UNIT	[1]
GI 116	G13944	Federal	OP	7/1/1993	5,000	Fieldwood En	50%	UNIT	[1]
S/2 GI 32	00174	Federal	RT	7/17/1948	2,500	GOM Shelf	25%	UNIT	[1]
S/2 GI 32	00174	Federal	OP 1	7/17/1948	2,500	BP E&P	25%	UNIT	[1]
S/2 GI 32	00174	Federal	OP 2	7/17/1948	2,500	GOM Shelf	25%	UNIT	[1]
E/2 GI 39	00126	Federal	RT	4/21/1947	2,500	GOM Shelf	25%	UNIT	[1]
E/2 GI 39	00126	Federal	OP 1	4/21/1947	2,500	BP E&P	25%	UNIT	[1]
E/2 GI 39	00126	Federal	OP 2	4/21/1947	2,500	GOM Shelf	25%	UNIT	[1]
W/2 GI 39	00127	Federal	RT	4/21/1947	2,500	GOM Shelf	25%	UNIT	[1]
W/2 GI 39	00127	Federal	OP 1	4/21/1947	2,500	BP E&P	25%	UNIT	[1]
W/2 GI 39	00127	Federal	OP 2	4/21/1947	2,500	GOM Shelf	25%	UNIT	[1]
E/2 GI 40	00128	Federal	RT	4/21/1947	5,000	GOM Shelf	25%	UNIT	[1]
GI 40	00128	Federal	OP 1	4/21/1947	5,000	BP E&P	25%	UNIT	[1]
GI 40	00128	Federal	OP 2	4/21/1947	5,000	GOM Shelf	25%	UNIT	[1]

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note <sup>2</sup>
E/2 GI 41	00129	Federal	RT	4/21/1947	2,500	GOM Shelf	25%	UNIT	[1]
E/2 GI 41	00129	Federal	OP 1	4/21/1947	2,500	BP E&P	25%	UNIT	[1]
E/2 GI 41	00129	Federal	OP 2	4/21/1947	2,500	GOM Shelf	25%	UNIT	[1]
W/2 GI 41	00130	Federal	OP 1	4/21/1947	2,500	BP E&P	25%	UNIT	[1]
W/2 GI 41	00130	Federal	OP 2	4/21/1947	2,500	GOM Shelf	25%	UNIT	[1]
W/2 GI 41	00130	Federal	RT	4/21/1947	2,500	GOM Shelf	25%	UNIT	[1]
GI 42	00131	Federal	RT	4/21/1947	5,000	GOM Shelf	25%	UNIT	[1]
GI 42	00131	Federal	OP 1	4/21/1947	5,000	BP E&P	25%	UNIT	[1]
GI 42	00131	Federal	OP 2	4/21/1947	5,000	GOM Shelf	25%	UNIT	[1]
GI 43	00175	Federal	RT	7/17/1948	5,000	GOM Shelf	25%	UNIT	[1]
GI 43	00175	Federal	OP 1	7/17/1948	5,000	BP E&P	25%	UNIT	[1]
GI 43	00175	Federal	OP 2	7/17/1948	5,000	GOM Shelf	25%	UNIT	[1]
N/2 GI 44	00176	Federal	RT	7/17/1948	2,500	GOM Shelf	25%	UNIT	[1]
N/2 GI 44	00176	Federal	OP 1	7/17/1948	2,500	BP E&P	25%	UNIT	[1]
N/2 GI 44	00176	Federal	OP 2	7/17/1948	2,500	GOM Shelf	25%	UNIT	[1]
GI 46	00132	Federal	RT	4/21/1947	5,000	GOM Shelf	25%	UNIT	[1]
GI 46	00132	Federal	OP 1	4/21/1947	5,000	BP E&P	25%	UNIT	[1]
GI 46	00132	Federal	OP 2	4/21/1947	5,000	GOM Shelf	25%	UNIT	[1]
GI 47	00133	Federal	RT	4/21/1947	5,000	GOM Shelf	25%	UNIT	[1]
GI 47	00133	Federal	OP 1	4/21/1947	5,000	BP E&P	25%	UNIT	[1]
GI 47	00133	Federal	OP 2	4/21/1947	5,000	GOM Shelf	25%	UNIT	[1]
GI 48	00134	Federal	RT	4/21/1947	5,000	GOM Shelf	25%	UNIT	[1]
GI 48	00134	Federal	OP 1	4/21/1947	5,000	BP E&P	25%	UNIT	[1]
GI 48	00134	Federal	OP 2	4/21/1947	5,000	GOM Shelf	25%	UNIT	[1]
N/2 GI 52	00177	Federal	RT	7/17/1948	2,500	GOM Shelf	25%	UNIT	[1]
N/2 GI 52	00177	Federal	OP 2	7/17/1948	2,500	BP E&P	25%	UNIT	[1]
HI 176	G27509	Federal	ORRI	1/1/2006	5,760	Castex Off	3%	PROD	
MC 110	G18192	Federal	RT	8/1/1997	5,760	Talos	8%	PROD	[1]
MC 110	G18192	Federal	OP	8/1/1997	5,760	Talos	8%	PROD	[1]
MC 118	G35963	Federal	RT	8/1/2017	5,760	Chevron USA	5%	PRIMARY	
MC 119	G36537	Federal	RT	7/1/2019	5,760	Chevron USA	5%	PRIMARY	
MC 162	G36880	Federal	RT	8/1/2020	5,760	Chevron USA	5%	PRIMARY	
MC 163	G36538	Federal	RT	7/1/2019	5,760	Chevron USA	5%	PRIMARY	
MC 171	G34428	Federal	RT	12/1/2012	5,760	Fieldwood En	100%	PRIMARY	
MC 172	G34429	Federal	RT	12/1/2012	5,760	Fieldwood En	100%	PRIMARY	
MC 206	G36540	Federal	RT	7/1/2019	5,760	Chevron USA	5%	PRIMARY	
MC 297	G34434	Federal	RT	11/1/2012	5,760	Fieldwood En	70%	PRIMARY	
MC 380	G36544	Federal	RT	7/1/2019	5,760	Fieldwood En	100%	PRIMARY	
MC 424	G36545	Federal	RT	7/1/2019	5,760	Fieldwood En	100%	PRIMARY	
MC 435	G36772	Federal	RT	11/1/2019	5,760	Fieldwood En	100%	PRIMARY	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note <sup>2</sup>
MC 436	G36773	Federal	RT	11/1/2019	5,760	Fieldwood En	100%	PRIMARY	
MC 474	G35825	Federal	RT	7/1/2016	5,760	BP E&P	24%	PRIMARY	
MC 474	G35825	Federal	OP	7/1/2016	5,760	BP E&P	13%	PRIMARY	
MC 518	G35828	Federal	RT	7/1/2016	5,760	BP E&P	24%	PRIMARY	
MC 518	G35828	Federal	OP	7/1/2016	5,760	BP E&P	13%	PRIMARY	
MC 519	G27278	Federal	RT	7/1/2005	5,760	BP E&P	65%	PROD	
MC 519	G27278	Federal	OP 2	7/1/2005	5,760	Fieldwood En	49%	PROD	
MC 519	G27278	Federal	OP 3	7/1/2005	5,760	Fieldwood En	49%	PROD	
MC 519	G27278	Federal	OP 4	7/1/2005	5,760	BP E&P	26%	PROD	
MC 519	G27278	Federal	OP 5	7/1/2005	5,760	BP E&P	26%	PROD	
MC 519	G27278	Federal	OP 6	7/1/2005	5,760	BP E&P	26%	PROD	
MC 562	G19966	Federal	RT	7/1/1998	5,760	BP E&P	13%	PROD	
MC 562	G19966	Federal	OP 2	7/1/1998	5,760	BP E&P	13%	PROD	
MC 562	G19966	Federal	OP 3	7/1/1998	5,760	BP E&P	13%	PROD	
MC 563	G21176	Federal	OP 2	7/1/1999	5,760	Fieldwood En	23%	PROD	
MC 563	G21176	Federal	ORRI	3/17/1999	5,760	Kosmos En GOM Op	0%	PROD	
MC 691	G36400	Federal	RT	12/1/2018	5,760	Fieldwood En	50%	PRIMARY	
MC 697	G28021	Federal	RT	4/1/2006	540	Fieldwood En	54%	UNIT	
MC 698	G28022	Federal	RT	7/1/2006	5,760	Fieldwood En	54%	UNIT	
MC 742	G32343	Federal	RT B	9/1/2008	1,440	Fieldwood En	54%	UNIT	
MC 742	G32343	Federal	RT A	9/1/2008	4,320	Fieldwood En	100%	UNIT	
MC 743	G36401	Federal	RT	11/1/2018	5,760	Chevron USA	25%	PRIMARY	
MC 782	G33757	Federal	RT	7/1/2010	5,760	Fieldwood En	45%	PROD	
MC 789	G36557	Federal	RT	7/1/2019	5,760	Fieldwood En	100%	PRIMARY	
MC 793	G33177	Federal	ORRI	7/1/2009	5,760	Walter O&G	1%	UNIT	
MC 904	G36566	Federal	RT	7/1/2019	5,760	Fieldwood En	59%	PRIMARY	
MC 905	G36405	Federal	RT	11/1/2018	5,760	Fieldwood En	59%	PRIMARY	
MC 948	G28030	Federal	RT	7/1/2006	5,760	Fieldwood En	59%	UNIT	
MC 949	G32363	Federal	RT	7/1/2008	5,760	Fieldwood En	59%	UNIT	
MC 992	G24133	Federal	RT A	7/1/2002	5,760	Fieldwood En	53%	UNIT	
MC 992	G24133	Federal	RT B	7/1/2002	5,760	Fieldwood En	59%	UNIT	
MC 993	G24134	Federal	RT A	7/1/2002	5,760	Fieldwood En	45%	UNIT	
MC 993	G24134	Federal	RT B	7/1/2002	5,760	Fieldwood En	59%	UNIT	
SM 149	G02592	Federal	RT	5/1/1974	2,500	Fieldwood En	50%	PROD	[1]
SM 149	G02592	Federal	OP	5/1/1974	2,500	Fieldwood En	50%	PROD	[1]
SM 149	G02592	Federal	ORRI	5/1/1974	2,500	Fieldwood En	4%	PROD	[1]
SM 40	G13607	Federal	RT	8/1/1992	5,000	Fieldwood En Off	100%	TERMIN	
SM 41	G01192	Federal	OP 1	6/1/1962	5,000	Fieldwood En Off	100%	PROD	[1]
SM 48	00786	Federal	ORRI	2/24/1960	5,000	Fieldwood En	3%	PROD (production ceased 8/16/20)	[1]

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note <sup>2</sup>
SP 61	G01609	Federal	ORRI	7/1/1967	5,000	Fieldwood En	19%	UNIT	[6]
SS 301	G10794	Federal	RT	5/1/1989	5,000	Fieldwood En Off	65%	SOP extension request pending	[1]
SS 301	G10794	Federal	OP 1	5/1/1989	5,000	Fieldwood En Off	100%	SOP extension request pending	[1]
SS 79	G15277	Federal	RT	8/1/1995	5,000	Fieldwood En Off	33%	PROD	
SS 79	G15277	Federal	OP 1	8/1/1995	5,000	Fieldwood En Off	51%	PROD	
ST 287	G24987	Federal	RT	5/1/2003	5,000	Fieldwood En	100%	PROD	
ST 287	G24987	Federal	OP 1	5/1/2003	5,000	Fieldwood En	100%	PROD	
ST 287	G24987	Federal	OP 2	5/1/2003	5,000	Fieldwood En	50%	PROD	
ST 308	G21685	Federal	RT	6/1/2000	5,000	Fieldwood En	100%	PROD	
ST 308	G21685	Federal	OP 1	6/1/2000	5,000	Fieldwood En	100%	PROD	
ST 308	G21685	Federal	OP 2	6/1/2000	5,000	Fieldwood En	50%	PROD	
ST 53	G04000	Federal	RT	3/1/1979	5,000	Fieldwood En	50%	PROD	[1]
ST 53	G04000	Federal	OP 1	3/1/1979	5,000	Fieldwood En	50%	PROD	[1]
ST 53	G04000	Federal	OP 2	3/1/1979	5,000	Fieldwood En	50%	PROD	[1]
ST 67	00020	Federal	CONT	4/25/1947	5,000	Fieldwood En	20%	UNIT	[1]
VR 229	G27070	Federal	RT A	5/1/2005	1,250	Fieldwood En Off	50%	PROD	
VR 229	G27070	Federal	RT B	5/1/2005	3,750	Fieldwood En Off	50%	PROD	
VR 362	G10687	Federal	RT	6/1/1989	5,000	Fieldwood En Off	100%	UNIT (production ceased 8/22/20)	
VR 362	G10687	Federal	OP	6/1/1989	5,000	Fieldwood En Off	83%	UNIT (production ceased 8/22/20)	
VR 363	G09522	Federal	RT	5/1/1988	5,000	Fieldwood En	100%	UNIT (production ceased 8/22/20)	
VR 363	G09522	Federal	OP 1	5/1/1988	5,000	Fieldwood En Off	100%	UNIT (production ceased 8/22/20)	
VR 363	G09522	Federal	OP 2	5/1/1988	5,000	Fieldwood En	100%	UNIT (production ceased 8/22/20)	
VR 363	G09522	Federal	OP 3	5/1/1988	5,000	Fieldwood En	50%	UNIT (production ceased 8/22/20)	
VR 371	G09524	Federal	RT	7/1/1988	5,000	Fieldwood En Off	100%	PROD	
VR 371	G09524	Federal	OP	7/1/1988	5,000	Fieldwood En Off	83%	PROD	
VR 78	G04421	Federal	RT	11/1/1980	5,000	Fieldwood En	100%	PROD	
VR 78	G04421	Federal	OP	11/1/1980	5,000	Fieldwood En	81%	PROD	
WD 57, WD 79, WD 80	G01449	Federal	ORRI	5/1/1966	3,125	Fieldwood En Off	3%	UNIT	[7]
S/2 WD 67	00179	Federal	RT	7/17/1948	2,500	GOM Shelf	25%	UNIT	[1]
S/2 WD 67	00179	Federal	OP 1	7/17/1948	2,500	BP E&P	25%	UNIT	[1]
S/2 WD 67	00179	Federal	OP 2	7/17/1948	2,500	GOM Shelf	25%	UNIT	[1]
S/2 WD 68	00180	Federal	RT	7/17/1948	1,833	GOM Shelf	25%	UNIT	[1]
S/2 WD 68	00180	Federal	OP 1	7/17/1948	1,833	BP E&P	25%	UNIT	[1]



Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note <sup>2</sup>
S/2 WD 68	00180	Federal	OP 2	7/17/1948	1,833	GOM Shelf	25%	UNIT	[1]
WD 69	00181	Federal	RT	7/17/1948	3,665	GOM Shelf	25%	UNIT	[1]
WD 69	00181	Federal	OP 1	7/17/1948	3,665	BP E&P	25%	UNIT	[1]
WD 69	00181	Federal	OP 2	7/17/1948	3,665	GOM Shelf	25%	UNIT	[1]
WD 70	00182	Federal	RT	7/17/1948	5,000	GOM Shelf	25%	UNIT	[1]
WD 70	00182	Federal	OP 1	7/17/1948	5,000	BP E&P	25%	UNIT	[1]
WD 70	00182	Federal	OP 2	7/17/1948	5,000	GOM Shelf	25%	UNIT	[1]
WD 71	00838	Federal	RT	4/1/1960	5,000	GOM Shelf	25%	UNIT	[1]
WD 71	00838	Federal	OP 1	4/1/1960	5,000	BP E&P	25%	UNIT	[1]
WD 71	00838	Federal	OP 2	4/1/1960	5,000	GOM Shelf	25%	UNIT	[1]
WD 79, WD 80	G01874	Federal	ORRI	12/1/1968	3,438	Fieldwood En Off	3%	UNIT	[7]
WD 80	G01989	Federal	ORRI	8/1/1970	1,875	Fieldwood En Off	3%	UNIT	[7]
WD 80	G02136	Federal	ORRI	1/1/1972	938	Fieldwood En Off	3%	UNIT	[7]
WD 94	00839	Federal	RT	5/1/1960	5,000	GOM Shelf	25%	PROD	[1]
WD 94	00839	Federal	OP 1	5/1/1960	5,000	GOM Shelf	25%	PROD	[1]
WD 95	G01497	Federal	RT	12/1/1966	5,000	GOM Shelf	25%	PROD	[1]
WD 95	G01497	Federal	OP 1	12/1/1966	5,000	GOM Shelf	25%	PROD	[1]
WD 95	G01497	Federal	OP 2	12/1/1966	5,000	GOM Shelf	25%	PROD	[1]
WD 96	G01498	Federal	RT	12/1/1966	3,665	GOM Shelf	25%	PROD	[1]
WD 96	G01498	Federal	OP 1	12/1/1966	3,665	BP E&P	25%	PROD	[1]
WD 96	G01498	Federal	OP 2	12/1/1966	3,665	GOM Shelf	25%	PROD	[1]
-	5749	SL-TX	WI	-	-	Fieldwood SD Offshore	100%	UNIT	
-	5797	SL-TX	WI	-	-	Fieldwood SD Offshore	100%	TERMIN	
-	23017	SL-MS	ORRI			Tellus Operating Group LLC	1%	UNIT	
-	24318	SL-TX	WI	-	-	Fieldwood Onshore	100%	TERMINATED	
-	106158	SL-TX	WI	-	-	Fieldwood Energy Offshore LLC	100%	TERMIN	
-	106159	SL-TX	WI	-	-	Fieldwood Energy Offshore LLC	100%	TERMIN	
-	114921	SL-TX	WI	-	-	Fieldwood Energy Offshore LLC	100%	TERMIN	
-	170650	SL-MS	ORRI			Whiting Oil & Gas	1%	UNIT	
-	172915	SL-TX	WI	-	-	Fieldwood SD Offshore	100%	ACTIVE	
-	172916	SL-TX	WI	-	-	Fieldwood SD Offshore	100%	ACTIVE	
-	178537	SL-TX	WI	-	-	Fieldwood	100%	TERMINATED	
-	183756	SL-TX	WI	-	-	Fieldwood	100%	TERMINATED	
-	185633	SL-TX	WI	-	-	Fieldwood Onshore	100%	TERMINATED	
-	186891	SL-TX	WI	-	-	Fieldwood Onshore	100%	ACTIVE	
-	191681	SL-TX	WI	-	-	Fieldwood SD Offshore	100%	ACTIVE	
-	207398	SL-TX	WI	-	-	Fieldwood	90%	ACTIVE	
-	227360	SL-TX	WI	-	-	Fieldwood Onshore	74%	ACTIVE	
-	230140	SL-MS	ORRI			Black Jack Oil Co Inc	1%	UNIT	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note <sup>2</sup>
-	230150	SL-MS	ORRI			Wilcox Energy Co	1%	UNIT	
-	231240	SL-MS	ORRI			Wilcox Energy Co	1%	UNIT	
-	234082	SL-TX	WI	-	-	Fieldwood Onshore	100%	TERMINATED	
-	255675	SL-TX	WI	-	-	Fieldwood Onshore	100%	TERMINATED	
-	5752	SL - TX	WI	-	-	Fieldwood Onshore	100%	TERMINATED	
-	140960	SL - TX	WI	-	-	Fieldwood SD Offshore	100%	TERMINATED	
-	165888	SL - TX	WI	-	-	Fieldwood Onshore	100%	TERMINATED	
-	186892	SL - TX	WI	-	-	Fieldwood Onshore	100%	TERMINATED	
-	176012	SL - TX	WI	-	-	Fieldwood Onshore	100%	TERMINATED	
-	179673	SL - TX	WI	-	-	Fieldwood Onshore	100%	TERMINATED	
-	188919	SL - TX	WI	-	-	Fieldwood Onshore	100%	TERMINATED	
-	188921	SL - TX	WI	-	-	Fieldwood Onshore	100%	TERMINATED	
-	269151	SL - TX	WI	-	-	Fieldwood Onshore	100%	TERMINATED	

**Credit Bid Purchaser ROW**

SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE	NOTE <sup>1</sup>
20200	Fieldwood Energy, LLC	GC	39	K2 SUTA	GC	40	K1 SUTA	5	UBEH	Active	G29427	G34966	
20202	Fieldwood Energy, LLC	GC	40	K1 PLET	ST	308	A	8	BLKO	Proposed	G29427	G34966	
20203	Fieldwood Energy, LLC	GC	40	K1 PLET	ST	308	Start Up Flange	12	CSNG	Proposed	G29427	G34966	
8255	Fieldwood Energy Offshore LLC	GC	65	A	GC	19	A	12	OIL	Out of Service	G09349	G05889	
11260	Fieldwood Energy Offshore LLC	GC	65	A	GC	19	A	16	OIL	Out of Service	G17685	G05889	
20195	Fieldwood Energy Offshore LLC	GC	65	A	GC	200	SUTA	3	UMB	Proposed	G29424	G12209	
20221	Fieldwood Energy Offshore LLC	GC	156	Mid-Line PLET A-1	GC	156	Md-Line PLET A-2	8	BLKO	Proposed	G29417	G12209	
20197	Fieldwood Energy Offshore LLC	GC	156	PLET 2	GC	156	A-2 PLET	8	BLKO	Out of Service	G28820	G12209	
20155	Fieldwood Energy Offshore LLC	GC	156	Mid-Lne PLET A-2	GC	65	A	8	BLKO	Out of Service	G29417	G12209	
20183	Fieldwood Energy Offshore LLC	GC	200	SUTA	GC	244	TROIKA SUTA	5	UMB	Proposed	G29420	G11043	
11393	Fieldwood Energy, LLC	GC	200	SS Manifold	GC	65	A	10	BLKO	Out of Service	G17737	G12210	
11394	Fieldwood Energy, LLC	GC	200	SSMANIF O	GC	65	A	24	CSNG	Out of Service	G17737	G12210	
11395	Fieldwood Energy, LLC	GC	200	SSMANIF O	GC	65	A	5	UMB	Out of Service	G17737	G12210	
11396	Fieldwood Energy, LLC	GC	200	SSMANIF O	GC	65	A	10	BLKG	Out of Service	G17738	G12210	
11397	Fieldwood Energy, LLC	GC	200	SSMANIF O	GC	65	A	24	CSNG	Out of Service	G17738	G12210	
11410	Fieldwood Energy, LLC	GC	200	SSMANIF O	GC	65	A	5	UMB	Out of Service	G17738	G12210	
11959	Fieldwood Energy Offshore LLC	GC	200	SSMANIF O	GC	65	A	2	UMB	Out of Service	G17737	G12210	
12141	Fieldwood Energy Offshore LLC	GC	200	SSMANIF O	GC	65	A	5	UMB	Out of Service	G17738	G12210	

[1] FWE I is to obtain 75% of the Debtors' interests in Segment 9084, 50% of the Debtors' interest in Segments 4647 and 5890 and 79.666% of the Debtors' interest in Segment 17265, and the Credit Bid Purchaser is to obtain the Debtors' remaining interests in those four pipeline segments.

SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE	NOTE <sup>1</sup>
20196	Fieldwood Energy Offshore LLC	GC	200	PLET-1	GC	156	PLET-2	8	BLKO	Proposed	G29425	G12210	
20222	Fieldwood Energy Offshore LLC	GC	244	PLEM A	GC	156	Mid-Line PLET A-1	8	BLKO	Proposed	G28809	G11043	
9084	GOM Shelf, LLC	GI	43	AS	GI	19	F/S	10	OIL	Active	G12304	00175	[1]
19097	Fieldwood Energy, LLC	MC	698	RGL PLET 1	MC	736	A Thunderh awk	8	BLKO	Out of Service	G29295	G28022	
19149	Fieldwood Energy, LLC	MC	698	RGL PLET 1	MC	736	A Thunderh awk	8	BLKO	Out of Service	G29295	G28022	
19296	Fieldwood Energy, LLC	MC	698	RGL PLET 1	MC	736	A Thunderh awk	12	CSNG	Out of Service	G29294	G28022	
19364	Fieldwood Energy, LLC	MC	698	RGL PLET 1	MC	736	A	12	CSNG	Out of Service	G29295	G28022	
19362	Fieldwood Energy, LLC	MC	724	Gulfstar 1 Spar	MC	948	UTA1	8	UMB	Out of Service	G29287	G28030	
19334	Fieldwood Energy, LLC	MC	736	A Thunderh awk	MC	692	SUTA	5	UMBH	Out of Service	G29299	G28022	
19283	Fieldwood Energy, LLC	MC	736	A Thunderh awk	MC	698	BBD SUTA	6	UMB	Out of Service	G29295	G28022	
19297	Fieldwood Energy, LLC	MC	736	A Thunderh awk	MC	692	North Plet	1	LIFT	Out of Service	G29299	G28022	
19282	Fieldwood Energy, LLC	MC	736	A Thunderh awk	MC	782	Dan 1 STUA 1	6	UBEH	Out of Service	G29294	G33757	
19154	Fieldwood Energy, LLC	MC	948	PLET NPL3 HUB	MC	724	Gulfstar 1 SPAR	8	BLKO	Out of Service	G28736	G28030	
19155	Fieldwood Energy, LLC	MC	948	PLET SPL2 HUB	MC	724	Gulfstar 1 SPAR	8	BLKO	Out of Service	G29287	G28030	
19365	Fieldwood Energy, LLC	MC	948	PLET NPL3 HUB	MC	767	ILS NPL1	12	CSNG	Out of Service	G28736	G28030	
19374	Fieldwood Energy, LLC	MC	948	PLET NPL3 HUB	MC	948	PLET SPL2 HUB	8	BLKO	Out of Service	G28736	G28030	
19432	Fieldwood Energy, LLC	MC	948	PLET SPL2	MC	768	ILS SPL1	12	CSNG	Out of Service	G29287	G28030	
14292	Fieldwood Energy, LLC	SM	40	JA	SM	40	10"SSTI	6	OIL	Out of	G28816	G13607	

SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE	NOTE <sup>1</sup>
										Service			
14293	Fieldwood Energy, LLC	SM	40	B	SM	40	JA	6	BLKO	Out of Service	G28817	G13607	
14294	Fieldwood Energy, LLC	SM	40	B	SM	40	JA	6	BLKO	Out of Service	G28818	G13607	
14295	Fieldwood Energy, LLC	SM	40	JA	SM	40	B	2	LIFT	Out of Service	G28819	G13607	
4647	Fieldwood Energy, LLC	SM	149	6"SSTI	SM	132	B	6	BLKO	Out of Service	G03432	G02592	[1]
13736	Fieldwood Energy, LLC	SS	79	#2	SS	80	A	4	BLKO	Out of Service	G23712	G15277	
13737	Fieldwood Energy, LLC	SS	79	#2	SS	80	A	4	BLKO	Out of Service	G23713	G15277	
8204	Fieldwood Energy Offshore LLC	SS	80	A	EI	125	30 SSTI	6	G/C	Out of Service	G09330	G15277	
11050	Fieldwood Energy Offshore LLC	SS	301	A	SS	300	B	8	BLKO	Out of Service	G16055	G10794	
5890	Fieldwood Energy, LLC	ST	53	A	ST	52	A	6	OIL	Out of Service	G09319	G04000	[1]
17265	Fieldwood Energy, LLC	ST	68	Caisson No. 1	ST	53	A	6	BLKO	Out of Service	G28385	G04000	[1]
20278	Fieldwood Energy, LLC	ST	308	A	GC	39	K2 SUTA	5	UBEH	Proposed	G29427	G34966	
10675	Bandon Oil and Gas, LP	VR	371	A	VR	350	08 SSTI	6	OIL	Out of Service	G15047	G09524	

### **Credit Bid Purchaser RUE**

Area	Bloc No.	Structure	Complex ID No.	Authority No.	FW Lease	Operator	Approval Date	Associated Assets	Note <sup>1</sup>
MC	736	A (Thunder Hawk)	2045	G30354	G28022	Fieldwood Energy LLC	07/03/18	MC 698 001, MC 734 SS002, SS004, SS005, SS006, MC 782 001 & 002	
SM	40	B	1266	G30342	G13607	Fieldwood Energy Offshore LLC	06/21/18	SM 41 B2, B3, B4, B6 & SM 40 B5	
SM	40	JA	27017	G30352	G13607	Fieldwood Energy Offsh		SM 41 B PF and wells	
SS	80	A	23548	G30201	G15277	Fieldwood Energy Offshore LLC	02/07/13	SS 79 A002	
ST	68	CAISS. #1	24108	G30267	00020	Fieldwood Energy LLC	03/09/18	ST 67 #6	[1]

[1] RUE services leases included on both the Credit Bid Purchaser and FWE I schedules. RUE only assignable to one entity and are assigned to entity with operatorship. Expenditures will be shared based on serviced lease ownership.



**Exhibit C**

**Leases, Rights of Way and Rights of Use and Easement Related to  
FWE I Oil & Gas Lease Interests**

## **Leases Related to FWE I Oil & Gas Lease Interests<sup>1</sup>**

<b>Block</b>	<b>Lease</b>	<b>Type</b>	<b>Rights</b>	<b>Date Le Eff</b>	<b>Le Cur Acres</b>	<b>Operator</b>	<b>WI</b>	<b>Lease Status</b>	<b>Note<sup>2</sup></b>
BA 491	G06069	Federal	RT	10/1/1983	5,760	Fieldwood En	100.0%	TERMIN	
BA A105	G01757	Federal	RT	7/1/1968	5,760	Fieldwood En	12.5%	PROD	[4]
BA A-105	G01757	Federal	RT A	7/1/1968	5,760	Fieldwood En	12.5%	PROD	[4]
BA A133	G02665	Federal	OP	7/1/1974	5,760	GOM Shelf	12.5%	PROD	[1], [4]
BA A-133	G02665	Federal	RT	7/1/1974	5,760	GOM Shelf	25.0%	PROD	[1], [4]
BA A19	G33399	Federal	RT	1/1/2010	5,760	Apache Shelf Exp	100.0%	EXPIR	
BA A47	G03940	Federal	RT	3/1/1979	5,760	Fieldwood En	33.3%	TERMIN	
BA A47	G03940	Federal	OP	3/1/1979	5,760	Fieldwood En	100.0%	TERMIN	
BA A69	G32733	Federal	RT	11/1/2008	5,760	Apache Shelf Exp	100.0%	EXPIR	
BS 39	G33683	Federal	RT	7/1/2010	1,237	Petsec En	18.8%	RELINQ	
BS 41	G21142	Federal	OP 2	5/1/1999	4,995	Fieldwood En Off	13.1%	TERMIN	[3]
BS 41	G21142	Federal	Contractual	5/1/1999	4,995	Fieldwood En Off	TBD	TERMIN	[3]
BS 42	G33684	Federal	RT	7/1/2010	4,552	Apache Shelf Exp	37.5%	RELINQ	
CA 42	G32267	Federal	OP 1	7/1/2008	5,000	Fieldwood En	50.0%	RELINQ	
CA 43	G32268	Federal	OP 1	7/1/2008	5,000	Fieldwood En	50.0%	PROD	
CS 71	SL06618	SL-LA	ORRI	-	-	-	5.2%	-	
CS 71	SL12503	SL-LA	ORRI	-	-	-	0.6%	TERMIN	
DD 253	G10426	Federal	RT	6/1/1990	5,760	Apache Shelf Exp	100.0%	EXPIR	
DD 297	G10427	Federal	RT	6/1/1990	5,760	Apache Shelf Exp	100.0%	EXPIR	
EB 128	G34034	Federal	RT	4/1/2012	165	Apache Shelf Exp	100.0%	RELINQ	
EB 172	G34035	Federal	RT	4/1/2012	5,760	Apache Shelf Exp	100.0%	RELINQ	

<sup>1</sup>The Debtors reserve the right to amend, modify, or supplement this schedule in accordance with the terms of the Plan and subject to any consent rights under the Restructuring Support Agreement.

[1] Represents leases owned by GOM Shelf LLC.

[2] Represents leases in which FWE I is to acquire solely the right, title and interest acquired by FWE from Apache; the Credit Bid Purchaser will acquire the Debtors' remaining right, title and interest in such leases. As to all remaining leases on this schedule (except the leases referenced in footnotes [3]-[5] below), FWE I is to obtain all of FWE's right, title and interest in such leases.

[3] Represents leases in which FWE I is to acquire solely the right, title and interest acquired by FWE from Apache. FWE III will acquire the Debtors' remaining right, title and interest in such leases.

[4] Represents leases in which FWE I is to acquire solely the right, title and interest acquired by FWE from Apache. The Debtors' remaining right, title and interest in such leases are to be abandoned.

[5] FWE I is to acquire solely the operating rights as to the NE/4 of this block; the Credit Bid Purchaser is to obtain the Debtors' overriding royalty interest in this lease; and the Debtors' remaining interests in the lease are to be abandoned.

Key: RT = Record Title; OP = Operating Rights; ORRI = Overriding Royalty Interest; CONT = Contractual; OPRTS = Operating Rights; WI = Working Interest

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Note <sup>2</sup>
EC 12	G34220	Federal	RT	8/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
EC 14	G13572	Federal	RT	7/1/1992	2,544	Fieldwood En	100.0%	TERMIN	
EC 171	G34228	Federal	RT	9/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
EC 172	G17858	Federal	RT	7/1/1997	5,000	Fieldwood En	100.0%	TERMIN	
EC 178	G34229	Federal	RT	10/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
EC 179	G34230	Federal	RT	10/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
EC 185	G34796	Federal	RT	6/1/2013	5,000	Fieldwood En	100.0%	RELINQ	
EC 2	SL16473	SL-LA	WI	7/13/1999	148	Apache	89.1%	RELINQ	
EC 2	SL16475	SL-LA	WI	7/19/1999	135	Apache	89.1%	ACTIVE	
EC 2	SL18121	SL-LA	WI	5/12/2004	220	Fieldwood	50.0%	ACTIVE	
EC 222	G02037	Federal	OP 1	2/1/1971	5,000	Talos	17.9%	TERMIN	
EC 222	G02037	Federal	OP 2	2/1/1971	5,000	Talos	17.9%	TERMIN	
EC 229	G34232	Federal	RT	10/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
EC 230	G34233	Federal	RT	10/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
EC 24	G04098	Federal	RT	10/1/1979	5,000	Apex O&G	18.0%	TERMIN	
EC 24	G04098	Federal	OP 2	10/1/1979	5,000	Apex O&G	31.3%	TERMIN	
EC 24	G04098	Federal	OP 3	10/1/1979	5,000	Apex O&G	30.3%	TERMIN	
EC 242	G34234	Federal	RT	10/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
EC 243	G34235	Federal	RT	10/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
EC 261	G00971	Federal	RT	6/1/1962	5,000	Fieldwood En	100.0%	TERMIN	
EC 263	G33072	Federal	RT	6/1/2009	5,000	Apache Shelf Exp	100.0%	EXPIR	
EC 264	G01880	Federal	RT	3/1/1969	5,000	Fieldwood En	100.0%	TERMIN	
EC 265	G00972	Federal	RT	6/1/1962	5,000	Fieldwood En	50.0%	RELINQ	
EC 270	G02045	Federal	RT	1/1/1971	2,500	Apache	70.0%	TERMIN	
EC 278	G00974	Federal	RT	6/1/1962	5,000	Fieldwood En	50.0%	TERMIN	
EC 292	G34237	Federal	RT	9/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
EC 293	G34238	Federal	RT	9/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
EC 294	G34239	Federal	RT	9/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
EC 310	G34240	Federal	RT	11/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
EC 328	G10638	Federal	RT	5/1/1989	5,000	Arena Off	100.0%	PROD	
EC 33	G01972	Federal	OP	9/1/1970	1,250	Merit En	15.6%	TERMIN	
EC 335	G02439	Federal	OP	8/1/1973	5,000	Energy XXI GOM	14.0%	TERMIN	
EC 338	G02063	Federal	RT	2/1/1971	5,000	Anadarko US Off	15.7%	PROD	
EC 37	G25933	Federal	RT	5/1/2004	2,608	Probe Res US	100.0%	TERMIN	
EC 370	G33073	Federal	RT	6/1/2009	5,000	Apache Shelf Exp	100.0%	EXPIR	
EC 71	G13576	Federal	RT	9/1/1992	5,000	EC Off Prop	100.0%	SOP	
EC 9/14	G01440	Federal	RT	4/1/1966	3,152	Fieldwood En	100.0%	PROD	
EC 9/14	G01440	Federal	OP 1	4/1/1966	3,152	Fieldwood En	100.0%	PROD	
EI 10	G23851	Federal	RT	7/1/2002	2,303	Contango Op	50.0%	PROD	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Note <sup>2</sup>
EI 10	G23851	Federal	OP 2	7/1/2002	2,303	Contango Op	50.0%	PROD	
EI 105	00797	Federal	RT	5/1/1960	5,000	Fieldwood En	100.0%	TERMIN	
EI 106	G17966	Federal	RT A	7/1/1997	5,000	Apache	50.0%	TERMIN	
EI 106	G17966	Federal	RT B	7/1/1997	5,000	Apache	100.0%	TERMIN	
EI 107	G15241	Federal	RT	9/1/1995	5,000	Apache	75.0%	TERMIN	
EI 108	G03811	Federal	OP 1	6/1/1978	5,000	Fieldwood En	60.0%	TERMIN	
EI 108	G03811	Federal	RT A	6/1/1978	5,000	Fieldwood En	60.0%	TERMIN	
EI 108	G03811	Federal	RT B	6/1/1978	5,000	Fieldwood En	71.3%	TERMIN	
EI 116	G34292	Federal	RT	9/1/2012	5,000	Apache Shelf Exp	100.0%	EXPIR	
EI 117	G34293	Federal	RT	10/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
EI 118	G15242	Federal	RT A	7/1/1995	5,000	Black Elk En Off Op	25.0%	TERMIN	
EI 118	G15242	Federal	RT B	7/1/1995	5,000	Fieldwood En	75.0%	TERMIN	
EI 119	00049	Federal	RT A	8/28/1945	5,000	Fieldwood En	50.0%	PROD	
EI 119	00049	Federal	RT B	8/28/1945	5,000	Fieldwood En	100.0%	PROD	
EI 120	00050	Federal	RT	8/28/1945	5,000	Fieldwood En	100.0%	PROD	
EI 125	00051	Federal	RT	8/28/1945	5,000	Fieldwood En	100.0%	OPERN	
EI 126	00052	Federal	RT	8/28/1945	5,000	Fieldwood En	100.0%	PROD	
EI 126	00052	Federal	OP	8/28/1945	5,000	Fieldwood En	75.0%	PROD	
EI 128	G34294	Federal	RT	10/1/2012	3,427	Apache Shelf Exp	100.0%	RELINQ	
EI 131	G33625	Federal	RT	6/1/2010	5,000	Apache Shelf Exp	100.0%	RELINQ	
EI 132	G33626	Federal	RT	6/1/2010	5,000	Apache Shelf Exp	100.0%	RELINQ	
EI 135	G34296	Federal	RT	10/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
EI 136	G03152	Federal	RT	7/1/1975	5,000	Fieldwood En	100.0%	PROD	
EI 156	G16353	Federal	OP	6/1/1996	5,000	Black Elk En Off Op	50.0%	TERMIN	
EI 158	G01220	Federal	RT	6/1/1962	5,000	Fieldwood En	100.0%	PROD	
EI 173	G13622	Federal	RT	7/1/1992	5,000	Fieldwood En	100.0%	PROD	
EI 174	G03782	Federal	RT	6/1/1978	5,000	Arena Off	100.0%	PROD	
EI 174	G03782	Federal	OP	6/1/1978	5,000	Arena Off	30.0%	PROD	
EI 175	00438	Federal	OP 1	12/1/1954	5,000	Fieldwood En	75.0%	PROD	[4]
EI 187	G10736	Federal	RT	7/1/1989	5,000	Fieldwood En	100.0%	PROD	
EI 188	00443	Federal	RT	1/1/1955	5,000	Apache	100.0%	TERMIN	
EI 189	00423	Federal	RT	12/1/1954	3,750	Fieldwood En	100.0%	PROD	
EI 196	00802	Federal	RT	5/1/1960	3,516	Fieldwood En	50.0%	RELINQ	
EI 196	00802	Federal	OP	5/1/1960	3,516	Fieldwood En	100.0%	RELINQ	
EI 196	G13821	Federal	OP 2	5/1/1960	1,484	Arena Off	100.0%	RELINQ	
EI 196	G13821	Federal	OP 4	5/1/1960	1,484	Arena Off	100.0%	RELINQ	
EI 20	G34286	Federal	RT	10/1/2012	3,582	Castex Off	50.0%	RELINQ	
EI 207	G34301	Federal	RT	8/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
EI 208	00577	Federal	OP	9/1/1955	2,500	ANKOR En	100.0%	PROD	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Note <sup>2</sup>
EI 211	G05502	Federal	RT B	7/1/1983	5,000	Fieldwood En	66.7%	UNIT	
EI 211	G05502	Federal	OP	7/1/1983	5,000	Chevron USA	66.7%	UNIT	
EI 212	G05503	Federal	RT B	7/1/1983	5,000	Fieldwood En	66.7%	UNIT	
EI 212	G05503	Federal	OP	7/1/1983	5,000	Chevron USA	66.7%	UNIT	
EI 216	G34303	Federal	RT	8/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
EI 217	G00978	Federal	RT	5/1/1962	5,000	Arena Off	25.0%	RELINQ	
EI 224	G05504	Federal	ORRI	7/1/1983	5,000	Castex Off	10.0%	PROD	
EI 224	G05504	Federal	RT	7/1/1983	5,000	Castex Off	100.0%	PROD	
EI 227	00809	Federal	RT	5/1/1960	5,000	Arena Off	50.0%	RELINQ	
EI 227	G36745	Federal	ORRI	11/1/2019	5,000	Arena Off	6.25%	PRIMARY	
EI 227	G36745	Federal	ORRI	11/1/2019	5,000	Arena Off	4.17%	PRIMARY	
EI 246	00810	Federal	OP 1	5/1/1960	5,000	Fieldwood En	25.0%	UNIT	
EI 246	00810	Federal	OP 2	5/1/1960	5,000	Fieldwood En	75.0%	UNIT	
EI 246	00810	Federal	RT	5/1/1960	5,000	Fieldwood En	75.0%	UNIT	
EI 246	00810	Federal	ORRI	5/1/1960	5,000	Sanare En Part	6.3%	UNIT	
EI 255	G01958	Federal	RT	1/1/1970	2,500	Cox Op	2.0%	PROD	
EI 255	G01958	Federal	OP 3	1/1/1970	2,500	Cox Op	77.2%	PROD	
EI 255	G01958	Federal	OP 4	1/1/1970	2,500	Cox Op	38.6%	PROD	
EI 266	00811	Federal	OP 1	5/1/1960	5,000	Fieldwood En	25.0%	UNIT	
EI 266	00811	Federal	OP 2	5/1/1960	5,000	Fieldwood En	75.0%	UNIT	
EI 266	00811	Federal	RT	5/1/1960	5,000	Fieldwood En	75.0%	UNIT	
EI 267	00812	Federal	OP	5/1/1960	5,000	Fieldwood En	25.0%	UNIT	
EI 267	00812	Federal	OP 2	5/1/1960	5,000	Fieldwood En	75.0%	UNIT	
EI 267	00812	Federal	RT	5/1/1960	5,000	Fieldwood En	75.0%	UNIT	
EI 269	00813	Federal	OP 1	5/1/1960	5,000	Fieldwood En	25.0%	UNIT	
EI 269	00813	Federal	OP 2	5/1/1960	5,000	Fieldwood En	75.0%	UNIT	
EI 269	00813	Federal	RT	5/1/1960	5,000	Fieldwood En	75.0%	UNIT	
EI 280	G23876	Federal	RT	5/1/2002	5,000	Energy XXI GOM	18.8%	TERMIN	
EI 281	G09591	Federal	RT	5/1/1988	5,000	Bennu O&G	90.5%	TERMIN	
EI 281	G09591	Federal	OP 1	5/1/1988	5,000	Bennu O&G	45.3%	TERMIN	
EI 281	G09591	Federal	OP 2	5/1/1988	5,000	Bennu O&G	45.3%	TERMIN	
EI 281	G09591	Federal	OP 3	5/1/1988	5,000	Bennu O&G	45.3%	TERMIN	
EI 282	G09592	Federal	RT	6/1/1988	5,000	Apache	75.0%	TERMIN	
EI 282	G09592	Federal	OP 1	6/1/1988	5,000	Apache	75.0%	TERMIN	
EI 282	G09592	Federal	OP 2	6/1/1988	5,000	Apache	75.0%	TERMIN	
EI 29	G34287	Federal	RT	12/1/2012	5,000	Apache Shelf Exp	50.0%	RELINQ	
EI 307	G02110	Federal	OP	2/1/1971	2,500	Fieldwood En Off	25.0%	TERMIN	[4]
EI 312	G22679	Federal	RT	6/1/2001	5,000	Fieldwood En	100.0%	TERMIN	[4]
EI 312	G22679	Federal	ORRI	6/1/2001	5,000	Fieldwood En	8.3%	TERMIN	[4]

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Note <sup>2</sup>
EI 313	G02608	Federal	RT	5/1/1974	5,000	Arena Off	50.0%	TERMIN	
EI 313	G02608	Federal	OP 1	5/1/1974	5,000	Arena Off	50.0%	TERMIN	
EI 313	G02608	Federal	OP 2	5/1/1974	5,000	Arena Off	50.0%	TERMIN	
EI 315	G02112	Federal	RT	8/1/1974	2,500	Fieldwood En	50.0%	TERMIN	
EI 315	G02112	Federal	OP	8/1/1974	2,500	Fieldwood En	50.0%	TERMIN	
EI 315	G24912	Federal	RT	5/1/2003	2,500	Fieldwood En	100.0%	PROD	
EI 316	G05040	Federal	RT	4/1/1982	5,000	Fieldwood En	100.0%	PROD	
EI 329	G02912	Federal	RT	12/1/1974	5,000	Fieldwood En	100.0%	TERMIN	
EI 330	G02115	Federal	Contractual	1/1/1971	5,000	Fieldwood En	63.0%	UNIT	[4]
EI 330	G02115	Federal	OP 7	1/1/1971	5,000	Fieldwood En	47.0%	UNIT	[4]
EI 330	G02115	Federal	OP 6	1/1/1971	5,000	Fieldwood En	47.0%	UNIT	[4]
EI 330	G02115	Federal	OP 5	1/1/1971	5,000	Fieldwood En	47.0%	UNIT	[4]
EI 330	G02115	Federal	OP 4	1/1/1971	5,000	Fieldwood En	47.0%	UNIT	[4]
EI 330	G02115	Federal	OP 3	1/1/1971	5,000	Fieldwood En	47.0%	UNIT	[4]
EI 330	G02115	Federal	OP 2	1/1/1971	5,000	Fieldwood En	47.0%	UNIT	[4]
EI 330	G02115	Federal	RT	1/1/1971	5,000	Fieldwood En	42.0%	UNIT	[4]
EI 330	G02115	Federal	RT	1/1/1971	5,000	Fieldwood En	23.0%	UNIT	[1], [4]
EI 330	G02115	Federal	OP 7	1/1/1971	5,000	Fieldwood En	23.0%	UNIT	[1], [4]
EI 330	G02115	Federal	OP 6	1/1/1971	5,000	Fieldwood En	23.0%	UNIT	[1], [4]
EI 330	G02115	Federal	OP 5	1/1/1971	5,000	Fieldwood En	23.0%	UNIT	[1], [4]
EI 330	G02115	Federal	OP 4	1/1/1971	5,000	Fieldwood En	23.0%	UNIT	[1], [4]
EI 330	G02115	Federal	OP 3	1/1/1971	5,000	Fieldwood En	23.0%	UNIT	[1], [4]
EI 330	G02115	Federal	OP 2	1/1/1971	5,000	Fieldwood En	23.0%	UNIT	[1], [4]
EI 333	G02317	Federal	RT	2/1/1973	5,000	Fieldwood En	100.0%	TERMIN	
EI 334	G15263	Federal	RT	7/1/1995	5,000	Fieldwood En	100.0%	TERMIN	
EI 337	G03332	Federal	RT	3/1/1976	5,000	Fieldwood En	100.0%	UNIT	
EI 337	G03332	Federal	OP 4	3/1/1976	5,000	Fieldwood En	98.0%	UNIT	
EI 337	G03332	Federal	OP 1	3/1/1976	5,000	Fieldwood En	100.0%	UNIT	
EI 337	G03332	Federal	OP 3	3/1/1976	5,000	Fieldwood En	100.0%	UNIT	
EI 337	G03332	Federal	ORRI	3/1/1976		Fieldwood En	0.1%	UNIT	
EI 342	G02319	Federal	RT A	2/1/1973	5,000	Fieldwood En	50.0%	TERMIN	[4]
EI 342	G02319	Federal	RT B	2/1/1973	5,000	Fieldwood En	75.0%	TERMIN	[4]
EI 342	G02319	Federal	OP 1	2/1/1973	5,000	Fieldwood En	75.0%	TERMIN	[4]
EI 342	G02319	Federal	OP 2	2/1/1973	5,000	Fieldwood En	61.8%	TERMIN	[4]
EI 345	G21647	Federal	RT	7/1/2000	5,000	Fieldwood En	50.0%	TERMIN	
EI 346	G14482	Federal	RT	6/1/1994	5,000	Arena Off	100.0%	PROD	
EI 353	G03783	Federal	OP	6/1/1978	5,000	Fieldwood En	100.0%	TERMIN	
EI 354	G10752	Federal	RT	5/1/1989	5,000	Fieldwood En	100.0%	PROD	
EI 354	G10752	Federal	OP	5/1/1989	5,000	Fieldwood En	67.0%	PROD	



Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Note <sup>2</sup>
EI 361	G02324	Federal	RT	2/1/1973	5,000	Cox Op	12.4%	PROD	
EI 53	00479	Federal	OP 1	12/1/1954	5,000	EnVen En Vent	66.7%	PROD	[4]
EI 53	00479	Federal	OP	12/1/1954	5,000	EnVen En Vent	100.0%	PROD	[4]
EI 57	G02601	Federal	OP 2	5/1/1974	5,000	Talos	31.7%	TERMIN	
EI 57	G02601	Federal	OP 4	5/1/1974	5,000	ANKOR En	15.8%	TERMIN	
EI 88	G10721	Federal	OP	7/1/1989	5,000	Fieldwood En	75.0%	TERMIN	
EI 89	00044	Federal	OP	8/28/1945	5,000	Fieldwood En	75.0%	TERMIN	
EI 89	00044	Federal	OP 2	8/28/1945	5,000	Fieldwood En	75.0%	TERMIN	
EI 90	00229	Federal	OP	11/19/1948	1,250	Fieldwood En	75.0%	TERMIN	
EI 93	00228	Federal	OP	11/19/1948	2,500	Fieldwood En	75.0%	TERMIN	
EI 94	G05488	Federal	OP	7/1/1983	5,000	Fieldwood En	75.0%	TERMIN	
EI 95	00046	Federal	OP	8/28/1945	5,000	Fieldwood En	75.0%	TERMIN	
EW 525	G33704	Federal	RT	7/1/2010	2,420	Apache Shelf Exp	46.9%	RELINQ	
EW 526	G33134	Federal	RT	6/1/2009	3,517	Apache Shelf Exp	100.0%	EXPIR	
EW 781	G33137	Federal	RT	6/1/2009	309	Apache Shelf Exp	100.0%	EXPIR	
EW 782	G31470	Federal	RT	12/1/2007	1,093	Fieldwood En	100.0%	PROD	[4]
EW 789	G33139	Federal	RT	7/1/2009	5,760	Apache Shelf Exp	100.0%	RELINQ	
EW 826	G05800	Federal	RT	7/1/1983	5,760	BP E&P	100.0%	PROD	
EW 905	G34415	Federal	RT	8/1/2012	1,007	Apache Shelf Exp	100.0%	RELINQ	
EW 906	G33708	Federal	RT	6/1/2010	1,084	Apache Shelf Exp	100.0%	RELINQ	
EW 949	G34877	Federal	RT	8/1/2013	5,760	Apache Shelf Exp	100.0%	RELINQ	
EW 950	G33709	Federal	RT	6/1/2010	5,760	Apache Shelf Exp	100.0%	RELINQ	
FM 411	G08361	Federal	RT	8/1/1986	5,760	Chevron USA	24.3%	EXPIR	
FM 412	G08362	Federal	RT	8/1/1986	5,760	Chevron USA	16.0%	EXPIR	
FM 455	G08363	Federal	RT	8/1/1986	5,760	Chevron USA	24.2%	EXPIR	
FM 456	G08364	Federal	RT	8/1/1986	5,760	Chevron USA	24.3%	EXPIR	
FM 499	G08365	Federal	RT	8/1/1986	5,760	Chevron USA	24.3%	EXPIR	
FM 500	G08366	Federal	RT	8/1/1986	5,760	Chevron USA	16.0%	EXPIR	
FM 543	G08367	Federal	RT	8/1/1986	5,760	Chevron USA	24.3%	EXPIR	
FM 587	G08368	Federal	RT	8/1/1986	5,760	Chevron USA	24.3%	EXPIR	
GA 151	G15740	Federal	RT	11/1/1995	4,804	Fieldwood En	33.3%	TERMIN	[4]
GA 180	G03228	Federal	RT	9/1/1975	5,760	Fieldwood En	100.0%	UNIT	
GA 192	G03229	Federal	CONT	9/1/1975	5,760	Arena Off	90.0%	UNIT	
GA 210	G25524	Federal	OP 1	12/1/2003	5,760	Fieldwood En	83.3%	PROD	[4]
GA 210	G25524	Federal	OP 3	12/1/2003	5,760	Fieldwood En	66.7%	PROD	[4]
GA 210	G25524	Federal	RT	12/1/2003	5,760	Fieldwood En	66.7%	PROD	[4]
GA 210	G25524	Federal	OP	12/1/2003	5,760	Fieldwood En	83.3%	PROD	[4]
GA 343	G06105	Federal	RT	10/1/1983	5,760	Black Elk En Off Op	12.5%	TERMIN	
GA 343	G06105	Federal	OP	10/1/1983	5,760	Black Elk En Off Op	37.5%	TERMIN	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Note <sup>2</sup>
GB 85	G34515	Federal	RT	8/1/2012	4,450	Apache Shelf Exp	100.0%	RELINQ	
GI 104	G33671	Federal	RT	7/1/2010	5,000	Apache Shelf Exp	46.9%	RELINQ	
GI 110	G13943	Federal	RT	8/1/1993	5,000	Fieldwood En	50.0%	UNIT	[2]
GI 116	G13944	Federal	RT	7/1/1993	5,000	Fieldwood En	50.0%	UNIT	[2]
GI 116	G13944	Federal	OP	7/1/1993	5,000	Fieldwood En	25.0%	UNIT	[2]
GI 117	G32232	Federal	RT	8/1/2008	4,540	Apache	100.0%	EXPIR	
GI 32	00174	Federal	RT	7/17/1948	2,500	GOM Shelf	75.0%	UNIT	[1], [2]
GI 32	00174	Federal	OP 1	7/17/1948	2,500	BP E&P	18.8%	UNIT	[1], [2]
GI 32	00174	Federal	OP 2	7/17/1948	2,500	GOM Shelf	37.5%	UNIT	[1], [2]
GI 32	G01580	Federal	RT	7/1/1967	2,500	BP Am Prod	75.0%	TERMIN	[1]
GI 32	G01580	Federal	OP	7/1/1967	2,500	BP Am Prod	37.5%	TERMIN	[1]
GI 33	G04002	Federal	RT	3/1/1979	5,000	Fieldwood En	100.0%	RELINQ	
GI 39	00126	Federal	RT	4/21/1947	2,500	GOM Shelf	75.0%	UNIT	[1], [2]
GI 39	00126	Federal	OP 1	4/21/1947	2,500	BP E&P	18.8%	UNIT	[1], [2]
GI 39	00126	Federal	OP 2	4/21/1947	2,500	GOM Shelf	37.5%	UNIT	[1], [2]
GI 39	00127	Federal	RT	4/21/1947	2,500	GOM Shelf	75.0%	UNIT	[1], [2]
GI 39	00127	Federal	OP 1	4/21/1947	2,500	BP E&P	18.8%	UNIT	[1], [2]
GI 39	00127	Federal	OP 2	4/21/1947	2,500	GOM Shelf	37.5%	UNIT	[1], [2]
GI 40	00128	Federal	RT	4/21/1947	5,000	GOM Shelf	75.0%	UNIT	[1], [2]
GI 40	00128	Federal	OP 1	4/21/1947	5,000	BP E&P	18.8%	UNIT	[1], [2]
GI 40	00128	Federal	OP 2	4/21/1947	5,000	GOM Shelf	37.5%	UNIT	[1], [2]
GI 41	00129	Federal	RT	4/21/1947	2,500	GOM Shelf	75.0%	UNIT	[1], [2]
GI 41	00129	Federal	OP 1	4/21/1947	2,500	BP E&P	18.8%	UNIT	[1], [2]
GI 41	00129	Federal	OP 2	4/21/1947	2,500	GOM Shelf	37.5%	UNIT	[1], [2]
GI 41	00130	Federal	RT	4/21/1947	2,500	GOM Shelf	75.0%	UNIT	[1], [2]
GI 41	00130	Federal	OP 1	4/21/1947	2,500	BP E&P	18.8%	UNIT	[1], [2]
GI 41	00130	Federal	OP 2	4/21/1947	2,500	GOM Shelf	37.5%	UNIT	[1], [2]
GI 42	00131	Federal	RT	4/21/1947	5,000	GOM Shelf	75.0%	UNIT	[1], [2]
GI 42	00131	Federal	OP 1	4/21/1947	5,000	BP E&P	18.8%	UNIT	[1], [2]
GI 42	00131	Federal	OP 2	4/21/1947	5,000	GOM Shelf	37.5%	UNIT	[1], [2]
GI 43	00175	Federal	RT	7/17/1948	5,000	GOM Shelf	75.0%	UNIT	[1], [2]
GI 43	00175	Federal	OP 1	7/17/1948	5,000	BP E&P	18.8%	UNIT	[1], [2]
GI 43	00175	Federal	OP 2	7/17/1948	5,000	GOM Shelf	37.5%	UNIT	[1], [2]
GI 44	00176	Federal	RT	7/17/1948	2,500	GOM Shelf	75.0%	UNIT	[1], [2]
GI 44	00176	Federal	OP 1	7/17/1948	2,500	BP E&P	18.8%	UNIT	[1], [2]
GI 44	00176	Federal	OP 2	7/17/1948	2,500	GOM Shelf	37.5%	UNIT	[1], [2]
GI 46	00132	Federal	RT	4/21/1947	5,000	GOM Shelf	75.0%	UNIT	[1], [2]
GI 46	00132	Federal	OP 1	4/21/1947	5,000	BP E&P	18.8%	UNIT	[1], [2]
GI 46	00132	Federal	OP 2	4/21/1947	5,000	GOM Shelf	37.5%	UNIT	[1], [2]

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Note <sup>2</sup>
GI 47	00133	Federal	RT	4/21/1947	5,000	GOM Shelf	75.0%	UNIT	[1], [2]
GI 47	00133	Federal	OP 1	4/21/1947	5,000	BP E&P	18.8%	UNIT	[1], [2]
GI 47	00133	Federal	OP 2	4/21/1947	5,000	GOM Shelf	37.5%	UNIT	[1], [2]
GI 48	00134	Federal	RT	4/21/1947	5,000	GOM Shelf	75.0%	UNIT	[1], [2]
GI 48	00134	Federal	OP 1	4/21/1947	5,000	BP E&P	18.8%	UNIT	[1], [2]
GI 48	00134	Federal	OP 2	4/21/1947	5,000	GOM Shelf	37.5%	UNIT	[1], [2]
GI 52	00177	Federal	RT	7/17/1948	2,500	GOM Shelf	75.0%	UNIT	[1], [2]
GI 52	00177	Federal	OP 1	7/17/1948	2,500	GOM Shelf	100.0%	UNIT	[1], [2]
GI 52	00177	Federal	OP 2	7/17/1948	2,500	BP E&P	18.8%	UNIT	[1], [2]
GI 54	G27173	Federal	RT	7/1/2005	5,000	Fieldwood En	50.0%	TERMIN	
GI 76	G02161	Federal	RT	10/1/1972	5,000	Fieldwood En	95.8%	RELINQ	
GI 90	G04003	Federal	RT	3/1/1979	5,000	Fieldwood En	100.0%	TERMIN	
GI 90	G04003	Federal	OP 1	3/1/1979	5,000	Fieldwood En	100.0%	TERMIN	
GI 90	G04003	Federal	OP 2	3/1/1979	5,000	Fieldwood En	50.0%	TERMIN	
GI 90	G04003	Federal	OP 4	3/1/1979	5,000	Fieldwood En	50.0%	TERMIN	
GI 90	G04003	Federal	OP 5	3/1/1979	5,000	Fieldwood En	100.0%	TERMIN	
GI 90	G04003	Federal	OP 6	3/1/1979	5,000	Fieldwood En	100.0%	TERMIN	
GI 93	G02628	Federal	RT	5/1/1974	5,000	BP E&P	100.0%	TERMIN	
GI 93	G02628	Federal	OP	5/1/1974	5,000	BP E&P	100.0%	TERMIN	
GI 94	G02163	Federal	RT	11/1/1972	4,540	Fieldwood En	100.0%	RELINQ	
GI 94	G02163	Federal	OP	11/1/1972	4,540	Fieldwood En	100.0%	RELINQ	
GI 98	G34354	Federal	RT	8/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
HI 110	G02353	Federal	RT	8/1/1973	5,760	W & T Off	20.0%	TERMIN	[1]
HI 111	G02354	Federal	RT	8/1/1973	5,760	W & T Off	20.0%	TERMIN	[1]
HI 114	G32747	Federal	RT	12/1/2008	5,760	Apache Shelf Exp	100.0%	EXPIR	
HI 116	G06156	Federal	RT	10/1/1983	5,760	Fieldwood En	100.0%	TERMIN	
HI 129	G01848	Federal	RT	6/1/1968	5,760	Fieldwood En	90.0%	PROD	
HI 129	G01848	Federal	ORRI	6/1/1968		Fieldwood En	10.4%	PROD	
HI 132	G32748	Federal	RT	12/1/2008	5,760	Apache Shelf Exp	100.0%	EXPIR	
HI 140	00518	Federal	OP	1/1/1955	5,760	Black Elk En Off Op	50.0%	TERMIN	
HI 163	G22236	Federal	RT	12/1/2000	5,760	Fieldwood En	70.0%	TERMIN	
HI 176	G06164	Federal	OPRTS Cont	10/1/1983	5,760	Apache	49.5%	TERMIN	
HI 179	G03236	Federal	RT	9/1/1975	5,760	Cox Op	100.0%	UNIT	
HI 193	G03237	Federal	CONT	9/1/1975	5,760	Arena Off	90.0%	UNIT	
HI 194	G06166	Federal	RT	10/1/1983	5,760	Apache	100.0%	TERMIN	
HI 194	G06166	Federal	OP	10/1/1983	5,760	Apache	45.0%	TERMIN	
HI 201	G23199	Federal	OP	12/1/2001	5,760	Apache Shelf	37.6%	TERMIN	
HI 206	G20660	Federal	RT	1/1/1999	5,760	Fieldwood En	100.0%	PROD	
HI 45	G12564	Federal	RT	10/1/1990	4,367	Fieldwood En	16.7%	TERMIN	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Note <sup>2</sup>
HI 45	G12564	Federal	OP 1	10/1/1990	4,367	Fieldwood En	15.0%	TERMIN	
HI 45	G12564	Federal	OP 2	10/1/1990	4,367	Fieldwood En	33.3%	TERMIN	
HI 52	00508	Federal	RT	1/1/1955	1,440	SandRidge En Off	75.0%	TERMIN	
HI 52	00509	Federal	RT	1/1/1955	1,440	Apache	75.0%	TERMIN	
HI 52	00511	Federal	RT	1/1/1955	1,440	Apache	75.0%	TERMIN	
HI 53	00513	Federal	RT	1/1/1955	180	Phoenix Exp	75.0%	TERMIN	
HI 53	00740	Federal	RT	4/1/1960	1,440	Apache	75.0%	TERMIN	
HI A-133	G32760	Federal	RT	11/1/2008	5,760	Apache	100.0%	EXPIR	
HI A-145	G32761	Federal	RT	11/1/2008	5,760	Apache	100.0%	EXPIR	
HI A-146	G32762	Federal	RT	11/1/2008	5,760	Apache Shelf Exp	100.0%	EXPIR	
HI A-148	G32763	Federal	RT	11/1/2008	5,760	Apache	100.0%	EXPIR	
HI A-160	G32764	Federal	RT	11/1/2008	5,760	Apache	100.0%	EXPIR	
HI A-171	G30679	Federal	RT	12/1/2006	5,760	Walter O&G	33.3%	TERMIN	
HI A-326	G32777	Federal	RT	11/1/2008	5,760	Apache	100.0%	EXPIR	
HI A-334	G02423	Federal	RT	8/1/1973	5,760	Fieldwood En	38.9%	TERMIN	
HI A-341	G25605	Federal	RT	12/1/2003	5,760	Fieldwood En	60.0%	PROD	[4]
HI A-350	G02428	Federal	RT	8/1/1973	4,345	Apache	100.0%	RELINQ	
HI A360	G34677	Federal	RT	3/1/2013	5,760	Apache Shelf Exp	100.0%	RELINQ	
HI A361	G34678	Federal	RT	3/1/2013	5,760	Fieldwood En	100.0%	RELINQ	
HI A363	G33413	Federal	RT	10/1/2009	5,760	Apache Shelf Exp	100.0%	EXPIR	
HI A-365	G02750	Federal	RT	7/1/1974	5,760	Fieldwood En	53.1%	PROD	[4]
HI A-376	G02754	Federal	OP 1	7/1/1974	5,760	Fieldwood En	100.0%	PROD	[4]
HI A-376	G02754	Federal	RT	7/1/1974	5,760	Fieldwood En	44.4%	PROD	[4]
HI A-376	G02754	Federal	ORRI	7/1/1974		Fieldwood En	1.2%	PROD	[4]
HI A-376	G02754	Federal	ORRI	7/1/1974		Fieldwood En	6.0%	PROD	[4]
HI A-382	G02757	Federal	RT	7/1/1974	5,760	Fieldwood En	72.4%	PROD	[4]
HI A406	G32767	Federal	RT	11/1/2008	5,760	Apache	100.0%	EXPIR	
HI A430	G33412	Federal	RT	10/1/2009	5,760	Apache Shelf Exp	100.0%	EXPIR	
HI A442	G11383	Federal	OP	11/1/1989	5,760	Northstar Off Grp	22.7%	TERMIN	
HI A454	G32769	Federal	RT	11/1/2008	5,760	Apache	100.0%	EXPIR	
HI A457	G32770	Federal	RT	11/1/2008	5,760	Apache	100.0%	EXPIR	
HI A-474	G02366	Federal	RT	8/1/1973	5,760	McMoRan O&G	10.0%	TERMIN	[4]
HI A-475	G02367	Federal	CONT	8/1/1973	5,760	McMoRan O&G	10.0%	TERMIN	[4]
HI A-489	G02372	Federal	RT	8/1/1973	5,760	McMoRan O&G	8.5%	TERMIN	[4]
HI A537	G02698	Federal	CONT	5/29/1974		McMoRan O&G		TERMIN	
HI A545	G17199	Federal	OP	1/1/1997	5,760	Fieldwood En	60.0%	TERMIN	
HI A-572	G02392	Federal	RT	8/1/1973	5,760	Apache	72.4%	TERMIN	[4]
HI A-573	G02393	Federal	RT	8/1/1973	5,760	Fieldwood En	72.4%	PROD	[4]
HI A-581	G18959	Federal	CONT	8/27/1997		Cox Op	24.7%	TERMIN	[4]

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Note <sup>2</sup>
HI A582	G02719	Federal	RT	7/1/1974	5,760	Cox Op	24.7%	PROD	[4]
HI A-582	G02719	Federal	OP 1	7/1/1974	5,760	Cox Op	15.5%	PROD	[4]
HI A-595	G02721	Federal	RT	7/1/1974	5,760	Fieldwood En	72.4%	PROD	[4]
HI A-596	G02722	Federal	RT	7/1/1974	5,760	Fieldwood En	72.4%	PROD	[4]
MC 108	G09777	Federal	RT	7/1/1988	5,760	BP E&P	75.2%	PROD	
MC 108	G09777	Federal	OP	7/1/1988	5,760	BP E&P	75.2%	PROD	
MC 110	G18192	Federal	RT	8/1/1997	5,760	Fieldwood En	50.0%	PROD	[2]
MC 110	G18192	Federal	OP	8/1/1997	5,760	Fieldwood En	25.0%	PROD	[2]
MC 110	G18192	Federal	ORRI	8/1/1997		Fieldwood En	3.9%	PROD	[2]
MC 21	G28351	Federal	ORRI	7/1/1995	4,445	ANKOR En	3.0%	PROD	
MC 311	G02968	Federal	RT	12/1/1974	5,760	Fieldwood En	100.0%	PROD	
MC 65	G21742	Federal	RT	6/1/2000	5,760	ANKOR En	100.0%	PROD	
MC 65	G21742	Federal	ORRI	6/1/2000		ANKOR En	13.0%	PROD	
MI 486	MF88560	SL - TX	WI	10/5/1982	1,440	Fieldwood	100.0%	EXPIRED	
MI 487	MF-88562	SL - TX	WI	10/5/1982	1,305	Fieldwood	100.0%	SI	
MI 518	G05169	Federal	RT	1/1/1983	5,675	Fieldwood En	100.0%	TERMIN	
MI 518	MF80522	SL - TX	WI	10/2/1979	85	Fieldwood	100.0%	EXPIRED	
MI 519	MF-79413	SL - TX	WI	2/6/1979	739	Fieldwood	100.0%	SI	
MI 622	G05000	Federal	RT	4/1/1982	5,760	Fieldwood En	81.0%	TERMIN	
MI 622	G05000	Federal	OP	4/1/1982	5,760	BP E&P	37.5%	TERMIN	
MI 623	G03088	Federal	RT	4/1/1975	5,760	Fieldwood En	81.0%	TERMIN	
MI 623	G03088	Federal	OP	4/1/1975	5,760	BP E&P	37.5%	TERMIN	
MI 635	G06043	Federal	RT	10/1/1983	5,760	Fieldwood En	81.0%	TERMIN	
MI 635	G06043	Federal	OP	10/1/1983	5,760	BP E&P	37.5%	TERMIN	
MI 636	G34670	Federal	RT	4/1/2013	5,760	Apache Shelf Exp	100.0%	RELINQ	
MI 652	G34022	Federal	RT	2/1/2012	5,760	Apache Shelf Exp	100.0%	EXPIR	
MI 681	G04703	Federal	RT	9/1/1981	5,760	Fieldwood En	100.0%	TERMIN	
MI 685	G04548	Federal	RT	1/1/1981	5,760	EOG Res	50.0%	TERMIN	
MI 685	G04548	Federal	OP	1/1/1981	5,760	EOG Res	2.5%	TERMIN	
MI 703	G03733	Federal	RT	6/1/1978	5,760	Fieldwood En	100.0%	TERMIN	
MI 703	G03733	Federal	OP 1	6/1/1978	5,760	Fieldwood En	100.0%	TERMIN	
MI 703	G03733	Federal	OP 2	6/1/1978	5,760	Fieldwood En	100.0%	TERMIN	
MI 772	MF93351	SL - TX	WI	2/7/1989	704	Fieldwood	100.0%	TERMINATED	
MO 820	G34403	Federal	RT	8/1/2012	3,347	Apache Shelf Exp	100.0%	RELINQ	
MO 821	G05058	Federal	RT	4/1/1982	4,028	Fieldwood En	100.0%	TERMIN	
MO 821	STATE OF ALABAMA 627	SL - AL	WI	8/14/1984	2,511	Fieldwood	100.0%	TERMINATED	
MO 826	G26176	Federal	RT	7/1/2004	1,430	Fieldwood En	75.0%	PROD	
MO 871	G32272	Federal	RT	8/1/2008	5,760	Apache	100.0%	EXPIR	
MO 913	G33131	Federal	RT	6/1/2009	5,760	Apache Shelf Exp	75.0%	EXPIR	



Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Note <sup>2</sup>
MO 914	G33132	Federal	RT	6/1/2009	5,760	Apache Shelf Exp	75.0%	EXPIR	
MP 120	G03197	Federal	ORRI	5/28/1975		Arena Off	2.0%	PROD	
MP 120	G03197	Federal	ORRI	7/1/1975		Arena Off	2.0%	PROD	
MP 134	G34375	Federal	RT	10/1/2012	4,995	Apache Shelf Exp	100.0%	RELINQ	
MP 135	G34376	Federal	RT	10/1/2012	4,995	Apache Shelf Exp	100.0%	RELINQ	
MP 136	G34377	Federal	RT	10/1/2012	4,995	Apache Shelf Exp	100.0%	RELINQ	
MP 137	G34378	Federal	RT	10/1/2012	4,995	Apache Shelf Exp	100.0%	RELINQ	
MP 140	G02193	Federal	RT	10/1/1972	4,995	Fieldwood En	65.0%	PROD	
MP 143	G34380	Federal	RT	10/1/2012	4,995	Apache Shelf Exp	100.0%	RELINQ	
MP 146	G34860	Federal	RT	7/1/2013	4,561	Apache Shelf Exp	75.0%	RELINQ	
MP 147	G34861	Federal	RT	7/1/2013	4,561	Apache Shelf Exp	75.0%	RELINQ	
MP 148	G34381	Federal	RT	11/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
MP 149	G34382	Federal	RT	11/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
MP 150	G34862	Federal	RT	7/1/2013	5,000	Apache Shelf Exp	75.0%	RELINQ	
MP 152	G01966	Federal	RT	1/1/1970	4,978	Fieldwood En	50.0%	UNIT	
MP 152	G01966	Federal	OP	1/1/1970	4,978	Fieldwood En	75.0%	UNIT	
MP 153	G01967	Federal	RT	1/1/1970	5,000	Fieldwood En	50.0%	UNIT	
MP 153	G01967	Federal	OP	1/1/1970	5,000	Fieldwood En	75.0%	UNIT	
MP 166	G26152	Federal	RT	7/1/2004	4,995	Fieldwood En	100.0%	TERMIN	
MP 175	G08753	Federal	OP	8/1/1987	4,995	Tana Exp	21.2%	TERMIN	
MP 255	G07825	Federal	RT	8/1/1985	4,995	Fieldwood En	52.4%	TERMIN	
MP 259	G07827	Federal	RT	9/1/1985	4,995	Fieldwood En	56.9%	TERMIN	
MP 260	G07828	Federal	RT	9/1/1985	4,995	Fieldwood En	56.9%	TERMIN	
MP 270	G22812	Federal	ORRI	7/1/2001	4,995	Castex Off	1.0%	UNIT	
MP 271	G34388	Federal	RT	10/1/2012	4,995	Apache Shelf Exp	100.0%	EXPIR	
MP 272	G34865	Federal	RT	7/1/2013	4,995	Apache Shelf Exp	75.0%	RELINQ	
MP 273	G33690	Federal	RT	7/1/2010	4,995	Castex Off	37.5%	UNIT	
MP 274	G33691	Federal	RT	7/1/2010	4,995	Castex Off	37.5%	EXPIR	
MP 275	G15395	Federal	RT	9/1/1995	4,995	Fieldwood En	100.0%	PROD	
MP 275	G15395	Federal	ORRI	9/1/1995		Fieldwood En	8.3%	PROD	
MP 281	G10910	Federal	RT	7/1/1989	4,995	EnVen En Vent	50.0%	PROD	
MP 281	G10910	Federal	OP	7/1/1989	4,995	EnVen En Vent	30.0%	PROD	
MP 281	G10910	Federal	ORRI	7/1/1989		EnVen En Vent	3.1%	PROD	
MP 289	G01666	Federal	RT	7/1/1967	4,561	Fieldwood En	100.0%	PROD	
MP 290	G01667	Federal	RT	7/1/1967	4,561	Apache	100.0%	TERMIN	
MP 290	G34866	Federal	RT	7/1/2013	4,561	Apache Shelf Exp	75.0%	RELINQ	
MP 291	G34391	Federal	RT	11/1/2012	4,561	Apache Shelf Exp	100.0%	EXPIR	
MP 292	G34392	Federal	RT	11/1/2012	4,561	Apache Shelf Exp	100.0%	RELINQ	
MP 293	G34393	Federal	RT	11/1/2012	4,561	Apache Shelf Exp	100.0%	EXPIR	



Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Note <sup>2</sup>
MP 294	G34394	Federal	RT	11/1/2012	4,561	Apache Shelf Exp	100.0%	RELINQ	
MP 295	G32263	Federal	CONT	8/1/2008	4,561	Fieldwood En	37.5%	TERMIN	
MP 296	G01673	Federal	RT	6/1/1967	4,561	GOM Shelf	50.0%	UNIT	[1]
MP 296	G01673	Federal	OP	6/1/1967	4,561	GOM Shelf	25.0%	UNIT	
MP 297	G34395	Federal	RT	11/1/2012	4,561	Apache Shelf Exp	100.0%	RELINQ	
MP 300	G01317	Federal	OP	6/1/1962	4,561	Cantium	10.4%	UNIT	
MP 301	G04486	Federal	OP 1	11/1/1980	5,000	Walter O&G	10.4%	TERMIN	
MP 301	G04486	Federal	OP 2	11/1/1980	5,000	Walter O&G	6.3%	TERMIN	
MP 301	G04486	Federal	OP 3	11/1/1980	5,000	Walter O&G	10.4%	TERMIN	
MP 301	G04486	Federal	RT	11/1/1980	5,000	Walter O&G	10.4%	TERMIN	
MP 302	G32264	Federal	RT	7/1/2008	5,000	GOM Shelf	100.0%	PROD	
MP 303	G04253	Federal	OP 1	12/1/1979	5,000	Fieldwood En	25.0%	UNIT	
MP 303	G04253	Federal	RT	12/1/1979	5,000	Fieldwood En	100.0%	UNIT	
MP 304	G03339	Federal	OP	4/1/1976	5,000	ConocoPhillips	100.0%	UNIT	
MP 305	G34396	Federal	RT	12/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
MP 308	G32265	Federal	RT	8/1/2008	5,000	Fieldwood En	100.0%	PROD	
MP 309	G08760	Federal	RT	6/1/1987	5,000	Fieldwood En	100.0%	PROD	
MP 310	G04126	Federal	RT	10/1/1979	5,000	Fieldwood En	100.0%	UNIT	
MP 311	G02213	Federal	RT	11/1/1972	5,000	GOM Shelf	50.0%	PROD	[1]
MP 311	G02213	Federal	OP	11/1/1972	5,000	GOM Shelf	25.0%	PROD	
MP 312	G16520	Federal	RT	7/1/1996	5,000	Fieldwood En	100.0%	PROD	
MP 314	G33693	Federal	OP	7/1/2010	5,000	Apache Shelf Exp	80.0%	EXPIR	
MP 315	G08467	Federal	RT	7/1/1986	5,000	Fieldwood En	100.0%	PROD	
MP 315	G08467	Federal	OP 3	7/1/1986	5,000	Fieldwood En	100.0%	PROD	
MP 315	G08467	Federal	OP 1	7/1/1986	5,000	Fieldwood En	80.0%	PROD	
MP 5	SL13890	SL-LA	WI		26	Apache	50.0%	TERMIN	
MP 59	G03194	Federal	OP	7/1/1975	1,406	Cantium	37.5%	UNIT	
MP 59	G08461	Federal	OP	7/1/1986	2,340	Cantium	37.5%	UNIT	
MP 6	SL03771	SL-LA	WI	4/26/1961	1,067	Apache	50.0%	TERMIN	
MP 6	SL13580	SL-LA	WI		287	Apache	50.0%	TERMIN	
MP 6	SL13891	SL-LA	WI		270	Apache	50.0%	TERMIN	
MP 64	G04909	Federal	ORRI	12/1/1981	4,988	Sanare En Part	4.2%	UNIT	
MP 7	SL03773	SL-LA	WI	4/26/1961	-	Apache	50.0%	TERMIN	
MP 7	SL13892	SL-LA	WI		44	Apache	50.0%	TERMIN	
MP 74	G34857	Federal	RT	8/1/2013	1,733	Apache Shelf Exp	75.0%	RELINQ	
MP 77	G04481	Federal	RT	11/1/1980	4,655	Fieldwood En Off	26.2%	RELINQ	[4]
MP 77/78	G04481	Federal	OP	11/1/1980	4,655	Fieldwood En Off	23.5%	RELINQ	[4]
MP 91	G14576	Federal	RT	5/1/1994	1,017	Apache	100.0%	TERMIN	
MU 883	MF98761	SL - TX	WI			Apache	100.0%	TERMIN	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Note <sup>2</sup>
MU A-111	G03068	Federal	RT	4/1/1975	5,760	Apache	100.0%	TERMIN	
MU A133	G33392	Federal	RT	10/1/2009	5,760	Apache Shelf Exp	100.0%	EXPIR	
MU A134	G32724	Federal	RT	11/1/2008	5,760	Apache	100.0%	EXPIR	
MU A85	G03061	Federal	RT	4/1/1975	5,760	EnVen En Vent	53.3%	PROD	
PE 881	G06390	Federal	OP	2/1/1984	5,760	ConocoPhillips	18.8%	TERMIN	
PL 1	G04234	Federal	RT	1/1/1980	1,568	Fieldwood En	100.0%	TERMIN	
PL 10	G02925	Federal	RT	12/1/1974	5,000	Fieldwood En	100.0%	TERMIN	
PL 11	00071	Federal	RT	9/12/1946	5,000	Fieldwood En	100.0%	RELINQ	
PL 13	G03171	Federal	RT	7/1/1975	5,000	ANKOR En	12.5%	TERMIN	
PL 13	G03171	Federal	OP 1	7/1/1975	391	ANKOR En	12.5%	TERMIN	
PL 13	G03171	Federal	OP 2	7/1/1975	3,906	ANKOR En	12.5%	TERMIN	
PL 13	G03171	Federal	OP 3	7/1/1975	703	ANKOR En	4.4%	TERMIN	
PL 13	G03171	Federal	OP 5	7/1/1975	391	ANKOR En	12.5%	TERMIN	
PL 25	G14535	Federal	RT	7/1/1994	5,000	Fieldwood En	100.0%	TERMIN	
PL 5	G12027	Federal	RT	6/1/1990	5,000	Talos En Off	100.0%	RELINQ	
PL 6	G09651	Federal	RT	5/1/1988	5,000	Walter O&G	100.0%	RELINQ	
PL 6	G09651	Federal	OP 1	5/1/1988	5,000	Walter O&G	35.0%	RELINQ	
PL 6	G09651	Federal	OP 2	5/1/1988	5,000	Walter O&G	65.0%	RELINQ	
PL 8	G03587	Federal	RT	8/1/1977	5,000	ANKOR En	12.5%	TERMIN	
PL 9	G02924	Federal	RT	12/1/1974	5,000	Fieldwood En	100.0%	TERMIN	
PL 9	G02924	Federal	OP	12/1/1974	5,000	Fieldwood En	50.0%	TERMIN	
PN 883	MF100410	SL - TX	WI	10/6/1998	720	Fieldwood	35.0%	ACTIVE	
PN 883	MF100411	SL - TX	WI	10/6/1998	720	Fieldwood	35.0%	ACTIVE	
PN 883	MF100412	SL - TX	WI	10/6/1998	720	Fieldwood	35.0%	ACTIVE	
PN 883	MF101898	SL - TX	WI	10/6/1998		Apache	35.0%	TERMIN	
PN 883	MF96146	SL - TX	WI	10/4/1994	720	Fieldwood	35.0%	ACTIVE	
PN 883	MF96147	SL - TX	WI	10/4/1994	720	Fieldwood	35.0%	ACTIVE	
PN 883	SL96146	SL - TX	WI	10/4/1994	720	Fieldwood	35.0%	ACTIVE	
PN 899L	MF100413	SL - TX	WI	10/6/1998	375	Fieldwood	35.0%	ACTIVE	
PN 899L	MF100414	SL - TX	WI	10/6/1998	360	Fieldwood	35.0%	ACTIVE	
PN 969	G05953	Federal	RT	10/1/1983	5,760	Peregrine O&G II	8.3%	TERMIN	
PN 976	G05954	Federal	RT	10/1/1983	5,760	Peregrine O&G II	8.3%	TERMIN	
SA 10	G03958	Federal	RT	3/1/1979	3,144	Fieldwood En	92.3%	TERMIN	
SA 10	G03958	Federal	OP	3/1/1979	3,144	Fieldwood En	20.0%	TERMIN	
SA 13	G03959	Federal	OP	3/1/1979	5,000	Renaissance Off	50.0%	TERMIN	
SM 10	G01181	Federal	RT	4/1/1962	5,000	Fieldwood En	100.0%	TERMIN	
SM 105	G17938	Federal	RT	8/1/1997	5,000	Fieldwood En	100.0%	PROD	
SM 106	G02279	Federal	RT	2/1/1973	2,500	Fieldwood En	100.0%	TERMIN	
SM 106	G03776	Federal	RT	6/1/1978	2,500	Fieldwood En	100.0%	PROD	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Note <sup>2</sup>
SM 108	00792	Federal	RT	5/1/1960	5,000	Talos En Off	25.0%	PROD	[1]
SM 108	00792	Federal	OP	5/1/1960	5,000	Talos En Off	12.5%	PROD	
SM 11	G01182	Federal	RT	3/1/1962	5,000	Fieldwood En	100.0%	TERMIN	
SM 127	G02883	Federal	RT	12/1/1974	2,784	Fieldwood En	66.7%	PROD	
SM 127	G02883	Federal	OP 2	12/1/1974	2,784	Fieldwood En	33.3%	PROD	
SM 127	G02883	Federal	RT	12/1/1974	2,784	Fieldwood En	17.3%	PROD	[1]
SM 127	G02883	Federal	OP 2	12/1/1974	2,784	Fieldwood En	8.7%	PROD	[1]
SM 128	G02587	Federal	RT	5/1/1974	5,000	Fieldwood En	66.7%	PROD	
SM 128	G02587	Federal	RT	5/1/1974	5,000	Fieldwood En	17.3%	PROD	[1]
SM 132	G02282	Federal	RT	2/1/1973	5,000	Fieldwood En	50.0%	TERMIN	[4]
SM 135	G19776	Federal	RT	5/1/1998	3,293	Fieldwood En	50.0%	TERMIN	[4]
SM 136	G02588	Federal	RT	5/1/1974	2,500	Fieldwood En	50.0%	TERMIN	[4]
SM 137	G02589	Federal	RT	5/1/1974	5,000	Fieldwood En	50.0%	TERMIN	[4]
SM 141	G02885	Federal	OP 2	12/1/1974	5,000	Fieldwood En	66.7%	TERMIN	
SM 141	G02885	Federal	RT	12/1/1974	5,000	Fieldwood En	77.6%	TERMIN	
SM 141	G02885	Federal	OP 2	12/1/1974	5,000	Fieldwood En	17.3%	TERMIN	[1]
SM 149	G02592	Federal	RT	5/1/1974	2,500	Fieldwood En	50.0%	PROD	[2]
SM 149	G02592	Federal	OP	5/1/1974	2,500	Fieldwood En	25.0%	PROD	[2]
SM 150	G16325	Federal	RT	6/1/1996	3,329	Fieldwood En	50.0%	RELINQ	[4]
SM 161	G04809	Federal	RT	9/1/1981	5,000	Fieldwood En	100.0%	PROD	
SM 171	G34273	Federal	RT	9/1/2012	5,000	Apache Shelf Exp	100.0%	EXPIR	
SM 172	G34274	Federal	RT	9/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
SM 177	G34275	Federal	RT	9/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
SM 178	G34276	Federal	RT	9/1/2012	5,000	Apache Shelf Exp	100.0%	EXPIR	
SM 18	G08680	Federal	RT	6/1/1987	5,000	Fieldwood En	50.0%	TERMIN	
SM 18	G08680	Federal	OP	6/1/1987	5,000	Fieldwood En	100.0%	TERMIN	
SM 188	G34277	Federal	RT	9/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
SM 189	G34278	Federal	RT	9/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
SM 193	G34279	Federal	RT	9/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
SM 195	G21108	Federal	ORRI	6/1/1999		Tarpon O&D	4.0%	TERMIN	
SM 236	G4437	Federal	ORRI	11/1/1980		Cox Op	4.4%	UNIT	
SM 241	00310	Federal	RT	2/7/1936	114,601	Cox Op	60.0%	UNIT	
SM 241	00310	Federal	OP	2/7/1936	114,601	Cox Op	60.0%	UNIT	
SM 241	00310	Federal	Unit	2/7/1936	114,601	Cox Op	16.0%	UNIT	
SM 268	G02310	Federal	CONT	12/19/1972		Apache	69.9%	TERMIN	[4]
SM 268	G34284	Federal	RT	8/1/2012	3,237	Apache Shelf Exp	100.0%	EXPIR	[4]
SM 269	G02311	Federal	RT	1/1/1973	5,000	Fieldwood En	72.8%	PROD	[4]
SM 280	G14456	Federal	OP 1	6/1/1994	5,000	Fieldwood En	50.0%	PROD	[4]
SM 280	G14456	Federal	OP 3	6/1/1994	5,000	Fieldwood En	50.0%	PROD	[4]

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Note <sup>2</sup>
SM 280	G14456	Federal	RT	6/1/1994	5,000	Fieldwood En	50.0%	PROD	[4]
SM 281	G02600	Federal	RT	4/1/1974	3,214	Fieldwood En	68.1%	PROD	[4]
SM 34	G13897	Federal	OP	5/1/1993	5,000	Black Elk En Off Op	50.0%	TERMIN	
SM 41	G01192	Federal	OP 2	6/1/1962	5,000	Sanare En Part	25.0%	PROD	[2]
SM 41	G01192	Federal	OP 3	6/1/1962	5,000	Sanare; Fieldwd En Off	50.0%	PROD	[2]
SM 44	G23840	Federal	RT	5/1/2002	5,000	SandRidge En Off	100.0%	TERMIN	
SM 48	00786	Federal	RT	5/1/1960	5,000	Fieldwood En	100.0%	PROD	[2]
SM 48	00786	Federal	OP	5/1/1960	5,000	Fieldwood En	50.0%	PROD	[2]
SM 58	G01194	Federal	RT	5/1/1962	5,000	ANKOR En	100.0%	PROD	
SM 66	G01198	Federal	RT	6/1/1962	5,000	Fieldwood En	50.0%	TERMIN	[4]
SM 7	G33610	Federal	RT	7/1/2010	5,000	Apache Shelf Exp	100.0%	RELINQ	
SM 76	G01208	Federal	RT	6/1/1962	5,000	Fieldwood En	50.0%	TERMIN	
SM 93	G21618	Federal	RT	5/1/2000	5,000	Talos ERT	12.5%	PROD	
SM 97	G32159	Federal	RT	8/1/2008	5,000	Apache	100.0%	EXPIR	
SP 61	G01609	Federal	OP	7/1/1967	5,000	Fieldwood En	100.0%	UNIT	[5]
SP 62	G01294	Federal	RT	6/1/1962	5,000	Fieldwood En	100.0%	PROD	
SP 63	G34365	Federal	RT	8/1/2012	5,000	Apache Shelf Exp	100.0%	EXPIR	
SP 64	G01901	Federal	RT	1/1/1969	5,000	Fieldwood En	50.0%	UNIT	
SP 64	G01901	Federal	OP	1/1/1969	5,000	Fieldwood En	75.0%	UNIT	
SP 65	G01610	Federal	RT	7/1/1967	5,000	Fieldwood En	50.0%	UNIT	
SP 65	G01610	Federal	OP	7/1/1967	5,000	Fieldwood En	75.0%	UNIT	
SP 66	G1611	Federal	ORRI	6/1/1967		Fieldwood En	8.3%	UNIT	[4]
SP 68	G34366	Federal	RT	8/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
SP 69	G34367	Federal	RT	8/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
SP 70	G01614	Federal	RT	6/1/1967	5,000	Fieldwood En	100.0%	PROD	
SP 75	G05051	Federal	OP 2	4/1/1982	5,000	GOM Shelf	28.8%	TERMIN	
SP 75	G05051	Federal	RT	4/1/1982	5,000	GOM Shelf	71.2%	TERMIN	[1]
SP 75	G05051	Federal	OP 2	4/1/1982	5,000	GOM Shelf	71.2%	TERMIN	[1]
SP 83	G05052	Federal	ORRI	4/1/1982	5,000	Arena Off	0.7%	RELINQ	
SP 87	G07799	Federal	RT	9/1/1985	3,540	Fieldwood En	33.3%	TERMIN	
SP 87	G07799	Federal	RT	9/1/1985	3,540	Fieldwood En	33.3%	TERMIN	[1]
SP 88	G10894	Federal	RT	6/1/1989	3,540	Apache	100.0%	RELINQ	
SP 89	G01618	Federal	RT	7/1/1967	5,000	Fieldwood En	50.0%	PROD	
SP 96	G31431	Federal	RT	3/1/2008	5,000	Stone En	50.0%	RELINQ	
SS 105	G09614	Federal	RT	8/1/1988	5,000	Bennu O&G	100.0%	PROD	
SS 105	G09614	Federal	OP 2	8/1/1988	5,000	Bennu O&G	100.0%	PROD	
SS 105	G09614	Federal	OP 3	8/1/1988	5,000	Bennu O&G	100.0%	PROD	
SS 126	G12940	Federal	RT	5/1/1991	5,000	Fieldwood En	100.0%	TERMIN	
SS 126	G12940	Federal	OP	5/1/1991	5,000	Fieldwood En	100.0%	TERMIN	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Note <sup>2</sup>
SS 129	G12941	Federal	RT	5/1/1991	5,000	Fieldwood En	100.0%	PROD	
SS 129	G12941	Federal	ORRI	5/1/1991		Fieldwood En	3.3%	PROD	
SS 130	00453	Federal	ORRI	1/1/1955	5,000	W&T Off	3.0%	TERMIN	
SS 145	G34831	Federal	CONT	9/1/2013	5,000	Hoactzin Part	25.0%	TERMIN	
SS 150	00419	Federal	ORRI	11/1/1954	5,000	Ridgelake En	5.0%	PROD	
SS 151	G15282	Federal	RT	7/1/1995	5,000	EnVen En Vent	100.0%	PROD	
SS 153	G18011	Federal	RT	7/1/1997	5,000	Fieldwood En	33.3%	TERMIN	
SS 154	00420	Federal	ORRI	11/1/1954		Ridgelake En	8.0%	PROD	
SS 159	G11984	Federal	OP	7/1/1990	5,000	Hoactzin Part	15.5%	TERMIN	
SS 169	00820	Federal	RT	4/1/1960	5,000	Fieldwood En	66.7%	PROD	[4]
SS 175	G05550	Federal	RT	7/1/1983	5,000	Chevron USA	66.7%	UNIT	
SS 176	G33646	Federal	RT	7/1/2010	5,000	Fieldwood En	40.0%	PROD	
SS 178	G05551	Federal	RT	7/1/1983	5,000	Fieldwood En	100.0%	PROD	
SS 182	G03998	Federal	RT	3/1/1979	2,500	Fieldwood En	100.0%	PROD	
SS 188	G05203	Federal	CONT	1/1/1983	5,027	Fieldwood En	100.0%	TERMIN	
SS 189	G04232	Federal	OP 5	12/1/1979	5,000	Fieldwood En	99.0%	PROD	[4]
SS 189	G04232	Federal	RT	12/1/1979	5,000	Fieldwood En	99.0%	PROD	[4]
SS 189	G4232	Federal	ORRI	12/1/1979		Fieldwood En	8.0%	PROD	[4]
SS 190	G10775	Federal	RT	4/1/1989	5,000	Fieldwood En	60.0%	TERMIN	
SS 190	G10775	Federal	OP	4/1/1989	5,000	Fieldwood En	100.0%	TERMIN	
SS 193	G13917	Federal	RT	5/1/1993	5,000	Fieldwood En	100.0%	PROD	
SS 194	G15288	Federal	RT	7/1/1995	5,000	Fieldwood En	100.0%	PROD	
SS 198	00593	Federal	RT	9/1/1955	2,969	Renaissance Off	50.0%	PROD	[1]
SS 198	G12355	Federal	OP	9/1/1955	2,031	Renaissance Off	25.0%	PROD	
SS 199	00594	Federal	RT	9/1/1955	3,516	Talos En Off	50.0%	PROD	
SS 199	G12358	Federal	OP	9/1/1955	1,484	Renaissance Off	50.0%	PROD	
SS 204	G01520	Federal	RT	7/1/1967	5,000	Fieldwood En	55.2%	PROD	[4]
SS 206	G01522	Federal	RT	7/1/1967	5,000	Fieldwood En	60.0%	UNIT	[4]
SS 207	G01523	Federal	RT	7/1/1967	5,000	Fieldwood En	72.2%	UNIT	[4]
SS 207	G01523	Federal	OP	7/1/1967	5,000	Fieldwood En	47.6%	UNIT	[4]
SS 210	G05204	Federal	CONT	1/1/1983	5,000	Fieldwood En	100.0%	RELINQ	
SS 216	G01524	Federal	RT	7/1/1967	5,000	Fieldwood En	80.0%	PROD	[4]
SS 243	G10780	Federal	RT	7/1/1989	5,000	Fieldwood En	50.0%	PROD	
SS 243	G10780	Federal	ORRI	7/1/1989		Fieldwood En	4.2%	PROD	
SS 249	G01030	Federal	OP 1	6/1/1962	5,000	Fieldwood En Off	5.3%	UNIT	[4]
SS 249	G1030	Federal	ORRI	6/1/1962		Fieldwood En Off	0.2%	UNIT	[4]
SS 258	G05560	Federal	RT	7/1/1983	5,000	Castex Off	100.0%	TERMIN	
SS 258	G05560	Federal	OP	7/1/1983	5,000	Castex Off	7.4%	TERMIN	
SS 259	G05044	Federal	RT	4/1/1982	5,141	Fieldwood En	100.0%	TERMIN	



Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Note <sup>2</sup>
SS 259	G05044	Federal	OP	4/1/1982	5,141	Fieldwood En	7.4%	TERMIN	
SS 271	G01038	Federal	RT	6/1/1962	5,000	Fieldwood En Off	20.0%	UNIT	[4]
SS 274	G01039	Federal	RT	6/1/1962	5,000	Fieldwood En	100.0%	PROD	
SS 276	G10785	Federal	RT	5/1/1989	5,000	Monforte	66.7%	TERMIN	
SS 277	G09627	Federal	RT	5/1/1988	5,000	Fieldwood En	1.0%	SOP	
SS 277	G09627	Federal	OP	5/1/1988	5,000	Fieldwood En	100.0%	SOP	
SS 278	G32206	Federal	RT	8/1/2008	5,000	Apache	100.0%	EXPIR	
SS 291	G02923	Federal	OP	12/1/1974	3,750	Fieldwood En	67.9%	OPERNS	[4]
SS 30	00333	Federal	RT	9/12/1946	5,000	W & T Off	37.5%	UNIT	
SS 301	G10794	Federal	ORRI	5/1/1989		Fieldwood En	1.5%	SOP	[2]
SS 31	00334	Federal	RT	9/12/1946	5,000	W & T Off	37.5%	UNIT	
SS 314	G26074	Federal	OP 4	5/1/2004	5,000	Fieldwood En	37.5%	PROD	
SS 314	G26074	Federal	RT	5/1/2004	5,000	Fieldwood En	75.0%	PROD	
SS 314	G26074	Federal	ORRI	5/1/2004		Fieldwood En	4.5%	PROD	
SS 32	00335	Federal	RT	9/12/1946	5,000	W & T Off	37.5%	UNIT	
SS 33	00336	Federal	CONT	9/12/1946	5,000	W&T Off	28.9%	UNIT	
SS 33	00336	Federal	ORRI	9/12/1946	5,000	W&T Off	0.8%	UNIT	
SS 354	G15312	Federal	RT	7/1/1995	5,000	Fieldwood En	100.0%	PROD	
SS 355	G33650	Federal	RT	6/1/2010	5,323	Apache Shelf Exp	100.0%	RELINQ	
SS 58	G07746	Federal	ORRI	7/1/1985	5,000	Talos Third Cst	10.5%	PROD	
SS 68	G02917	Federal	RT	12/1/1974	5,000	Fieldwood En	100.0%	RELINQ	
SS 87	G12349	Federal	ORRI	9/12/1946	1,953	Sanare En Part	1.0%	UNIT	
SS 91	G02919	Federal	RT	12/1/1974	5,000	Fieldwood En	87.5%	PROD	
SS 91	G02919	Federal	OP 2	12/1/1974	5,000	Fieldwood En	87.5%	PROD	
SS 91	G02919	Federal	OP 2	12/1/1974	5,000	Fieldwood En	12.5%	PROD	[1]
SS 91	G02919	Federal	RT	12/1/1974	5,000	Fieldwood En	12.5%	PROD	[1]
ST 146	G33110	Federal	RT	7/1/2009	3,772	Apache Shelf Exp	100.0%	EXPIR	
ST 148	G01960	Federal	RT	2/1/1970	2,500	Arena Off	15.6%	PROD	
ST 148	G01960	Federal	OP	2/1/1970	2,500	Arena Off	15.6%	PROD	
ST 161	G01248	Federal	OP	6/1/1962	5,000	Arena Off	25.0%	PROD	
ST 166	G01252	Federal	OP	6/1/1962	5,000	Apache	100.0%	TERMIN	
ST 173	G04001	Federal	RT	3/1/1979	5,000	Apache	100.0%	TERMIN	
ST 179	G12020	Federal	RT	6/1/1990	5,000	Fieldwood En Off	50.0%	TERMIN	
ST 179	G12020	Federal	OP	6/1/1990	5,000	Fieldwood En Off	68.8%	TERMIN	
ST 190	G01261	Federal	RT	6/1/1962	5,000	Black Elk En Off Op	40.0%	TERMIN	
ST 190	G01261	Federal	OP	6/1/1962	5,000	Black Elk En Off Op	40.0%	TERMIN	
ST 194	G05610	Federal	RT	7/1/1983	5,000	Fieldwood En	100.0%	TERMIN	
ST 203	G01269	Federal	OP 1	6/1/1962	5,000	Black Elk En Off Op	40.0%	TERMIN	
ST 203	G01269	Federal	OP 2	6/1/1962	5,000	Black Elk En Off Op	20.0%	TERMIN	



Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Note <sup>2</sup>
ST 203	G01269	Federal	RT	6/1/1962	5,000	Black Elk En Off Op	40.0%	TERMIN	
ST 205	G05612	Federal	RT	7/1/1983	5,000	Fieldwood En	50.0%	PROD	
ST 205	G05612	Federal	OP 3	7/1/1983	5,000	Fieldwood En	75.0%	PROD	
ST 205	G05612	Federal	OP 4	7/1/1983	5,000	Fieldwood En	100.0%	PROD	
ST 205	G05612	Federal	OP 7	7/1/1983	5,000	Fieldwood En	50.0%	PROD	
ST 205	G05612	Federal	OP 6	7/1/1983	5,000	Fieldwood En	75.0%	PROD	
ST 205	G05612	Federal	OP 5	7/1/1983	5,000	Fieldwood En	50.0%	PROD	
ST 205	G05612	Federal	ORRI	7/1/1983	5,000	Fieldwood En	2.0%	PROD	
ST 206	G05613	Federal	RT	7/1/1983	5,000	Fieldwood En	50.0%	TERMIN	
ST 228	G32217	Federal	RT	8/1/2008	5,000	Eni US Op	40.0%	EXPIR	
ST 229	G13938	Federal	OP	7/1/1993	2,148	W & T Off	33.3%	PROD	
ST 244	G34341	Federal	RT	10/1/2012	4,572	Apache Shelf Exp	100.0%	RELINQ	
ST 26	G01361	Federal	RT	5/1/1964	625	Cox Op	50.0%	UNIT	
ST 26	G01870	Federal	RT	11/1/1968	1,875	Cox Op	50.0%	UNIT	
ST 26	G02620	Federal	RT	5/1/1974	2,500	Cox Op	50.0%	UNIT	
ST 276	G07780	Federal	RT	8/1/1985	5,000	Eni US Op	100.0%	UNIT	
ST 276	G07780	Federal	OP	8/1/1985	5,000	Eni US Op	100.0%	UNIT	
ST 290	G16454	Federal	RT	4/24/1996	5,000	Apache	100.0%	TERMIN	
ST 291	G16455	Federal	RT	9/1/1996	5,000	Fieldwood En	100.0%	PROD	
ST 291	G16455	Federal	OP	9/1/1996	5,000	Fieldwood En	100.0%	PROD	
ST 295	G05646	Federal	RT	7/1/1983	5,000	Fieldwood En	100.0%	UNIT	
ST 296	G12981	Federal	RT	5/1/1991	5,000	Fieldwood En	100.0%	UNIT	
ST 296	G12981	Federal	OP	5/1/1991	5,000	Fieldwood En	100.0%	UNIT	
ST 311	G31418	Federal	RT	3/1/2008	5,000	Walter O&G	45.0%	PROD	
ST 316	G22762	Federal	RT	6/1/2001	4,435	W & T Off	20.0%	PROD	[4]
ST 320	G24990	Federal	RT	5/1/2003	5,000	W & T Off	11.3%	PROD	
ST 47	G33652	Federal	RT	7/1/2010	5,000	Apache Shelf Exp	100.0%	RELINQ	
ST 49	G24956	Federal	RT	6/1/2003	5,000	Fieldwood En	100.0%	PROD	
ST 49	G24956	Federal	OP	6/1/2003	5,000	Fieldwood En	100.0%	PROD	
ST 50	G34331	Federal	RT	8/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
ST 53	G04000	Federal	RT	3/1/1979	5,000	Fieldwood En	50.0%	PROD	[2]
ST 53	G04000	Federal	OP 1	3/1/1979	5,000	Fieldwood En	50.0%	PROD	[2]
ST 53	G04000	Federal	OP 2	3/1/1979	5,000	Fieldwood En	25.0%	PROD	[2]
ST 59	G31404	Federal	RT	2/1/2008	5,000	LLOG Exp Off	25.0%	RELINQ	
ST 64	G33106	Federal	RT	7/1/2009	5,000	Apache Shelf Exp	100.0%	EXPIR	
ST 67	00020	Federal	CONT	4/25/1947		Fieldwood En	79.7%	UNIT	[2]
SX 17	G04143	Federal	RT	10/1/1979	2,042	Apache	92.3%	RELINQ	
SX 17	G04143	Federal	OP	10/1/1979	2,042	Apache	20.0%	RELINQ	
VK 118	G33697	Federal	RT	5/1/2010	5,760	Apache Shelf Exp	75.0%	EXPIR	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Note <sup>2</sup>
VK 203	G07890	Federal	RT	7/1/1985	5,760	Talos ERT	33.3%	TERMIN	
VK 203	G07890	Federal	OP	7/1/1985	5,760	Talos ERT	33.3%	TERMIN	
VK 204	G04921	Federal	RT	12/1/1981	5,760	Talos ERT	33.3%	TERMIN	
VK 204	G04921	Federal	OP	12/1/1981	5,760	Talos ERT	33.3%	TERMIN	
VK 251	G10930	Federal	OP	7/1/1989	5,760	Fieldwood En Off	7.5%	UNIT	[3]
VK 340	G10933	Federal	OP	7/1/1989	5,760	Fieldwood En Off	7.5%	UNIT	[3]
VK 384	G16541	Federal	OP	6/1/1996	5,760	Chevron USA	20.0%	TERMIN	
VK 692/693	G07898	Federal	RT	9/1/1985	4,773	Fieldwood En	56.9%	TERMIN	
VK 694	G13055	Federal	RT	7/1/1991	3,214	Fieldwood En	53.1%	TERMIN	
VK 694	G13055	Federal	OP	7/1/1991	3,214	Fieldwood En	92.1%	TERMIN	
VK 698	G07901	Federal	RT	8/1/1985	4,996	Fieldwood En	52.4%	TERMIN	
VK 736	G13987	Federal	RT	7/1/1993	4,742	Fieldwood En	100.0%	TERMIN	
VK 780	G06884	Federal	RT	6/1/1984	5,760	Fieldwood En	100.0%	TERMIN	
VK 824	G15436	Federal	RT	9/1/1995	5,760	Apache	100.0%	RELINQ	
VK 856	G34872	Federal	RT	7/1/2013	877	Apache Shelf Exp	75.0%	RELINQ	
VK 899	G34408	Federal	RT	8/1/2012	1,553	Apache Shelf Exp	100.0%	EXPIR	
VR 115	G33593	Federal	RT	6/1/2010	5,000	Apache Shelf Exp	100.0%	RELINQ	
VR 128	G33594	Federal	RT	6/1/2010	5,000	Apache Shelf Exp	100.0%	RELINQ	
VR 131	00775	Federal	OP	5/1/1960	4,923	Talos En Off	72.5%	TERMIN	
VR 146	G33084	Federal	RT	7/1/2009	5,000	Apache Shelf Exp	100.0%	EXPIR	
VR 156	G34251	Federal	RT	10/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
VR 160	G34252	Federal	RT	10/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
VR 161	G34253	Federal	RT	10/1/2012	4,868	Apache Shelf Exp	100.0%	RELINQ	
VR 252	G05431	Federal	ORRI	7/1/1983	4,454	Castex Off	2.0%	PROD	
VR 253	G17912	Federal	ORRI	7/1/1997	5,000	Castex Off	0.6%	PROD	
VR 26	00297	Federal	OP 1	11/26/1946	4,646	Apache Shelf	100.0%	TERMIN	
VR 26	00297	Federal	OP 2	11/26/1946	4,646	Apache Shelf	25.0%	TERMIN	
VR 26	00297	Federal	RT	11/26/1946	4,646	Apache Shelf	50.0%	TERMIN	
VR 261	G03328	Federal	RT	4/1/1976	5,429	Fieldwood En	75.0%	TERMIN	[4]
VR 261	G03328	Federal	OP 2	4/1/1976	5,429	Fieldwood En	37.5%	TERMIN	[4]
VR 261	G03328	Federal	ORRI	4/1/1976		Fieldwood En	6.3%	TERMIN	[4]
VR 262	G34257	Federal	RT	10/1/2012	5,485	Fieldwood En	75.0%	RELINQ	[4]
VR 265	G01955	Federal	RT	1/1/1970	5,000	Fieldwood En	100.0%	SOP	
VR 27	G01329	Federal	OP 2	12/1/1962	1,902	Apache Shelf	100.0%	TERMIN	
VR 27	G01329	Federal	OP 1	12/1/1962	1,902	Apache Shelf	25.0%	TERMIN	
VR 27	G01329	Federal	RT	12/1/1962	1,902	Apache Shelf	50.0%	TERMIN	
VR 271	G04800	Federal	OP	9/1/1981	4,418	Castex Off	12.5%	PROD	
VR 326	G21096	Federal	RT	6/1/1999	5,000	Fieldwood En	70.3%	TERMIN	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Note <sup>2</sup>
VR 332	G09514	Federal	CONT	3/30/1988		Fieldwood En	50.0%	PROD	[3]
VR 34	G01356	Federal	OP 1	6/1/1964	625	Apache Shelf	100.0%	TERMIN	
VR 34	G01356	Federal	OP 2	6/1/1964	625	Apache Shelf	75.0%	TERMIN	
VR 34	G01356	Federal	RT	6/1/1964	625	Apache Shelf	100.0%	TERMIN	
VR 35	00548	Federal	OP 1	9/1/1955	2,500	Apache Shelf	100.0%	TERMIN	
VR 35	00548	Federal	OP 2	9/1/1955	2,500	Apache Shelf	75.0%	TERMIN	
VR 35	00548	Federal	RT	9/1/1955	2,500	Apache Shelf	100.0%	TERMIN	
VR 35	00549	Federal	OP 1	9/1/1955	2,500	Apache Shelf	100.0%	TERMIN	
VR 35	00549	Federal	OP 2	9/1/1955	2,500	Apache Shelf	75.0%	TERMIN	
VR 35	00549	Federal	RT	9/1/1955	2,500	Apache Shelf	100.0%	TERMIN	
VR 356	G17921	Federal	ORRI	8/1/1997	4,093	EnVen En Vent	2.6%	PROD	
VR 36	G01357	Federal	OP 2	6/1/1964	625	Apache Shelf	75.0%	TERMIN	
VR 36	G01357	Federal	OP 1	6/1/1964	625	Apache Shelf	100.0%	TERMIN	
VR 36	G01357	Federal	RT	6/1/1964	625	Apache Shelf	100.0%	TERMIN	
VR 369	G02274	Federal	OP 4	2/1/1973	5,000	Renaissance Off	23.2%	UNIT	
VR 369	G02274	Federal	OP 3	2/1/1973	5,000	Renaissance Off	23.2%	UNIT	
VR 369	G02274	Federal	RT	2/1/1973	5,000	Renaissance Off	23.2%	UNIT	
VR 369	G02274	Federal	Unit	2/1/1973	5,000	Renaissance Off	23.2%	UNIT	
VR 374	G32153	Federal	RT	8/1/2008	5,000	Apache	100.0%	EXPIR	
VR 380	G02580	Federal	RT	5/1/1974	5,000	Fieldwood En	100.0%	PROD	
VR 381	G16314	Federal	RT	9/1/1996	5,000	Apache Shelf	100.0%	TERMIN	
VR 381	G16314	Federal	OP	9/1/1996	5,000	Apache Shelf	80.0%	TERMIN	
VR 386	G02278	Federal	RT A	2/1/1973	5,000	Marathon Oil	30.2%	UNIT	
VR 386	G02278	Federal	RT B	2/1/1973	5,000	Marathon Oil	29.0%	UNIT	
VR 408	G15212	Federal	RT	7/1/1995	5,000	Fieldwood En	12.5%	PROD	
VR 408	G15212	Federal	OP	7/1/1995	5,000	Fieldwood En	100.0%	PROD	
WC 102	00247	Federal	RT	9/9/1946	5,000	Fieldwood En	100.0%	TERMIN	
WC 110	00081	Federal	RT	6/10/1947	5,000	BP E&P	100.0%	PROD	
WC 110	00081	Federal	OP	6/10/1947	5,000	BP E&P	37.5%	PROD	
WC 111	00082	Federal	RT	6/10/1947	1,250	BP E&P	100.0%	PROD	
WC 111	00082	Federal	OP	6/10/1947	1,250	BP E&P	37.5%	PROD	
WC 111	G33046	Federal	RT	8/1/2009	3,750	Eni US Op	25.0%	EXPIR	
WC 130	G12761	Federal	RT	5/1/1991	5,000	Eni US Op	25.0%	TERMIN	
WC 144	G01953	Federal	RT	2/1/1970	5,000	Fieldwood En	62.5%	TERMIN	
WC 155	G32114	Federal	RT	8/1/2008	5,000	Apache	100.0%	EXPIR	
WC 163	G05299	Federal	RT A	7/1/1983	5,000	Fieldwood En	61.0%	TERMIN	
WC 163	G05299	Federal	RT B	7/1/1983	5,000	Fieldwood En	56.2%	TERMIN	
WC 165	00758	Federal	RT	4/1/1960	5,000	Fieldwood En	100.0%	TERMIN	
WC 172	G01998	Federal	OP 1	2/1/1971	5,000	Apache Shelf	22.5%	TERMIN	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Note <sup>2</sup>
WC 172	G01998	Federal	OP 2	2/1/1971	5,000	Apache Shelf	22.5%	TERMIN	
WC 172	G01998	Federal	OP 3	2/1/1971	5,000	Apache Shelf	22.5%	TERMIN	
WC 172	G01998	Federal	OP 4	2/1/1971	5,000	Apache Shelf	22.5%	TERMIN	
WC 172	G01998	Federal	OP 10	2/1/1971	5,000	Apache Shelf	25.0%	TERMIN	
WC 172	G01998	Federal	OP 11	2/1/1971	5,000	Apache Shelf	25.0%	TERMIN	
WC 172	G01998	Federal	OP 12	2/1/1971	5,000	Apache Shelf	25.0%	TERMIN	
WC 181	G33558	Federal	RT	6/1/2010	2,500	Apache Shelf Exp	100.0%	RELINQ	
WC 196	G05292	Federal	RT	7/1/1983	5,000	Union Oil CA	8.3%	TERMIN	
WC 20	00680	Federal	OP	8/1/1959	1,873	Sanare En Part	50.0%	PROD	
WC 210	G34216	Federal	RT	10/1/2012	5,000	Apache	100.0%	RELINQ	
WC 225	G00900	Federal	OP 1	4/1/1962	5,000	Tarpon O&D	26.7%	TERMIN	
WC 269	G13563	Federal	OP	8/1/1992	5,000	Sanare En Part	33.8%	TERMIN	
WC 290	G04818	Federal	OP 1	9/1/1981	5,000	Fieldwood En Off	10.4%	TERMIN	[3]
WC 290	G04818	Federal	RT	9/1/1981	5,000	Fieldwood En Off	16.7%	TERMIN	[3]
WC 291	G04397	Federal	RT	11/1/1980	5,000	Apache	100.0%	TERMIN	
WC 291	G04397	Federal	OP	11/1/1980	5,000	Apache	60.0%	TERMIN	
WC 295	G24730	Federal	OP 1	5/1/2003	5,000	Fieldwood En	20.6%	PROD	[4]
WC 300	G15078	Federal	RT	7/1/1995	5,000	SandRidge En Off	14.0%	TERMIN	
WC 300	G15078	Federal	OP	7/1/1995	5,000	SandRidge En Off	24.4%	TERMIN	
WC 310	G17789	Federal	RT	8/1/1997	5,000	Fieldwood En	100.0%	TERMIN	
WC 310	G17789	Federal	OP	8/1/1997	5,000	Fieldwood En	73.7%	TERMIN	
WC 33	G15050	Federal	RT	7/1/1995	2,891	Fieldwood En	100.0%	PROD	
WC 34	G03251	Federal	RT	9/1/1975	4,506	Apache	100.0%	TERMIN	
WC 35	G02819	Federal	RT	12/1/1974	4,688	Apache	100.0%	TERMIN	
WC 35	G02819	Federal	OP	12/1/1974	4,688	Apache	100.0%	TERMIN	
WC 35, WC 66	G01860	Federal	OP 2	1/1/1969	1,563	BP E&P	100.0%	PROD	
WC 35/66	G01860	Federal	RT	1/1/1969	1,563	BP E&P	100.0%	PROD	
WC 401	G07619	Federal	RT	7/1/1985	5,000	ConocoPhillips	33.3%	TERMIN	
WC 576	G33061	Federal	RT	6/1/2009	5,000	Apache Shelf Exp	100.0%	EXPIR	
WC 624	G33064	Federal	RT	6/1/2009	5,000	Apache Shelf Exp	100.0%	EXPIR	
WC 65	G02825	Federal	OP 4	12/1/1974	5,000	BP E&P	81.3%	PROD	[4]
WC 65	G02825	Federal	RT	12/1/1974	5,000	BP E&P	100.0%	PROD	[4]
WC 65	G02825	Federal	OP	12/1/1974	5,000	BP E&P	100.0%	PROD	[4]
WC 650	G34217	Federal	RT	10/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
WC 656	G34218	Federal	RT	10/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
WC 657	G34219	Federal	RT	10/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
WC 66	G02826	Federal	OP 2	12/1/1974	3,750	Fieldwood En	75.0%	PROD	[4]
WC 66	G02826	Federal	OP	12/1/1974	3,750	Fieldwood En	100.0%	PROD	[4]

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Note <sup>2</sup>
WC 67	G03256	Federal	OP 1	9/1/1975	5,000	Apache	100.0%	TERMIN	[4]
WC 67	G03256	Federal	OP 2	9/1/1975	5,000	Apache	66.6%	TERMIN	[4]
WC 68	00526	Federal	RT	9/1/1955	2,500	BP Am Prod	100.0%	TERMIN	
WC 71	00244	Federal	RT	9/9/1946	5,000	Fieldwood En	100.0%	TERMIN	
WC 72	G23735	Federal	RT	7/1/2002	5,000	Fieldwood En Off	25.0%	PROD	
WC 73	G23736	Federal	OP	7/1/2002	5,000	Castex Off	25.0%	PROD	
WC 99	G34213	Federal	RT	8/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
WD 103	00840	Federal	RT	5/1/1960	3,984	Fieldwood En	100.0%	PROD	
WD 103	G12360	Federal	OP 1	5/1/1960	1,016	Fieldwood En	81.3%	PROD	[4]
WD 104	00841	Federal	RT	5/1/1960	5,000	Fieldwood En	100.0%	PROD	
WD 104	00841	Federal	OP 1	5/1/1960	5,000	Fieldwood En	100.0%	PROD	
WD 104	00841	Federal	OP 2	5/1/1960	5,000	Fieldwood En	100.0%	PROD	
WD 104	00841	Federal	OP 3	5/1/1960	5,000	Fieldwood En	100.0%	PROD	
WD 104	00841	Federal	OP 5	5/1/1960	5,000	Fieldwood En	100.0%	PROD	
WD 105	00842	Federal	RT	5/1/1960	5,000	Fieldwood En	100.0%	PROD	
WD 105	00842	Federal	OP 3	5/1/1960	5,000	Fieldwood En	100.0%	PROD	
WD 105	00842	Federal	OP 4	5/1/1960	5,000	Fieldwood En	100.0%	PROD	
WD 105	00842	Federal	OP 5	5/1/1960	5,000	Fieldwood En	100.0%	PROD	
WD 105	00842	Federal	OP 6	5/1/1960	5,000	Fieldwood En	100.0%	PROD	
WD 121	G19843	Federal	OP 1	8/1/1998	5,000	Fieldwood En	84.0%	PROD	[4]
WD 122	G13645	Federal	OP 1	8/1/1992	5,000	Fieldwood En	84.0%	PROD	[4]
WD 122	G13645	Federal	OP 2	8/1/1992	5,000	Fieldwood En	84.0%	PROD	[4]
WD 122	G13645	Federal	RT	8/1/1992	5,000	Fieldwood En	100.0%	PROD	[4]
WD 128	G10883	Federal	RT	6/1/1989	5,000	Fieldwood En	100.0%	TERMIN	
WD 133	G01106	Federal	RT	5/1/1962	5,000	Arena Off	100.0%	PROD	
WD 133	G01106	Federal	ORRI	5/1/1962		Arena Off	1.0%	PROD	
WD 133	G01106	Federal	ORRI	5/1/1962		Arena Off	7.2%	PROD	
WD 34	G03414	Federal	RT	1/1/1977	2,500	Fieldwood En	76.7%	TERMIN	
WD 34	G03414	Federal	OP	1/1/1977	2,500	Fieldwood En	46.7%	TERMIN	
WD 38	G22772	Federal	RT	5/1/2001	1,796	Apache	87.5%	TERMIN	
WD 38	G22772	Federal	OP	5/1/2001	1,796	Apache	43.8%	TERMIN	
WD 41	G01073	Federal	RT	3/1/1962	5,000	Apache	100.0%	TERMIN	
WD 41	G01073	Federal	OP	3/1/1962	5,000	Apache	50.0%	TERMIN	
WD 42	G16470	Federal	RT	9/1/1996	5,000	Fieldwood En	100.0%	TERMIN	
WD 42	G16470	Federal	OP	9/1/1996	5,000	Fieldwood En	50.0%	TERMIN	
WD 53	17935	SL-LA	WI	10/13/2003	-	Whitney Oil	33.3%	TERMIN	
WD 67	00179	Federal	RT	7/17/1948	2,500	GOM Shelf	75.0%	UNIT	[1], [2]
WD 67	00179	Federal	OP 1	7/17/1948	2,500	BP E&P	18.8%	UNIT	[1], [2]
WD 67	00179	Federal	OP 2	7/17/1948	2,500	GOM Shelf	37.5%	UNIT	[1], [2]



Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Note <sup>2</sup>
WD 68	00180	Federal	RT	7/17/1948	1,833	GOM Shelf	75.0%	UNIT	[1], [2]
WD 68	00180	Federal	OP 1	7/17/1948	1,833	BP E&P	18.8%	UNIT	[1], [2]
WD 68	00180	Federal	OP 2	7/17/1948	1,833	GOM Shelf	37.5%	UNIT	[1], [2]
WD 69	00181	Federal	RT	7/17/1948	3,665	GOM Shelf	75.0%	UNIT	[1], [2]
WD 69	00181	Federal	OP 1	7/17/1948	3,665	BP E&P	18.8%	UNIT	[1], [2]
WD 69	00181	Federal	OP 2	7/17/1948	3,665	GOM Shelf	37.5%	UNIT	[1], [2]
WD 70	00182	Federal	RT	7/17/1948	5,000	GOM Shelf	75.0%	UNIT	[1], [2]
WD 70	00182	Federal	OP 1	7/17/1948	5,000	BP E&P	18.8%	UNIT	[1], [2]
WD 70	00182	Federal	OP 2	7/17/1948	5,000	GOM Shelf	37.5%	UNIT	[1], [2]
WD 71	00838	Federal	RT	4/1/1960	5,000	BP E&P	75.0%	UNIT	[1], [2]
WD 71	00838	Federal	OP 1	4/1/1960	5,000	BP E&P	18.8%	UNIT	[1], [2]
WD 71	00838	Federal	OP 2	4/1/1960	5,000	GOM Shelf	37.5%	UNIT	[1], [2]
WD 75	G01085	Federal	RT	6/1/1962	5,000	Fieldwood En	100.0%	PROD	
WD 90	G01089	Federal	OP 3	6/1/1962	5,000	Fieldwood En	81.3%	PROD	[4]
WD 90	G01089	Federal	RT	6/1/1962	5,000	Fieldwood En	100.0%	PROD	[4]
WD 94	00839	Federal	RT	5/1/1960	5,000	GOM Shelf	75.0%	PROD	[1], [2]
WD 94	00839	Federal	OP 1	5/1/1960	5,000	GOM Shelf	37.5%	PROD	[1], [2]
WD 94	00839	Federal	OP 2	5/1/1960	5,000	GOM Shelf	75.0%	PROD	[1], [2]
WD 95	G01497	Federal	RT	12/1/1966	5,000	GOM Shelf	75.0%	PROD	[1], [2]
WD 95	G01497	Federal	OP 1	12/1/1966	5,000	GOM Shelf	37.5%	PROD	[1], [2]
WD 95	G01497	Federal	OP 2	12/1/1966	5,000	GOM Shelf	75.0%	PROD	[1], [2]
WD 96	G01498	Federal	RT	12/1/1966	3,665	GOM Shelf	75.0%	PROD	[1], [2]
WD 96	G01498	Federal	OP 2	12/1/1966	3,665	GOM Shelf	37.5%	PROD	[1], [2]



**FWE I ROW**

SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE	NOTE <sup>1</sup>
15213	Fieldwood Energy, LLC	BS	41	B	BS	42	24" SSTI	10	G/C	Partial Abandon	G25383	G21142	
17938	Fieldwood Energy, LLC	CA	43	A	VK	247	24"SSTI	6	GAS	Active	G29431	G32268	
3519	Fieldwood Energy, LLC	EC	14	CF	EC	9	F/S	4	COND	Out of Service	G13721	G01440	
13104	Fieldwood Energy, LLC	EC	2	F/S	EC	2	6" SSTI	4	GAS	Permitted for Abandonment	G22383	G15050	
17801	Fieldwood Energy, LLC	EC	14	CF	WC	69	30 SSTI	12	GAS	Permitted for Abandonment	G28556	G01440	
44	Fieldwood Energy, LLC	EI	175	C	EI	176	12" SSTI	8	OIL	Out of Service	G13445	00438	[3]
1128	Fieldwood Energy, LLC	EI	330	flanged end	EI	306	14-inch SSTI	14	OIL	Active	G02139A	G02115	[3]
6818	Fieldwood Energy, LLC	EI	337	A	EI	330	B	6	GAS	Out of Service	G05932	G03332	
6819	Fieldwood Energy, LLC	EI	337	A	EI	330	14 SSTI	6	OIL	Out of Service	G05931	G03332	
6852	Fieldwood Energy, LLC	EI	315	A	EI	330	14 SSTI	6	OIL	Out of Service	G13447	G02112	
7290	Fieldwood Energy, LLC	EI	316	A	EI	330	14 SSTI	8	OIL	Active	G07537	G05040	
7347	Fieldwood Energy, LLC	EI	316	A	EI	330	8" SSTI	6	GAS	Active	G07555	G05040	
7914	Fieldwood Energy, LLC	EI	212	A	SS	152	24 SSTI	6	GAS	Out of Service	G08530	G05503	
7915	Fieldwood Energy, LLC	EI	212	A	EI	213	12 SSTI	6	OIL	Out of Service	G08531	G05503	

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[1] Lease carries \$0 liability.

[2] FWE I is to obtain 75% of the Debtors' interests in Segment 9084, 50% of the Debtors' interest in Segments 4647 and 5890 and 79.666% of the Debtors' interest in Segment 17265, and the Credit Bid Purchaser is to obtain the Debtors' remaining interests in those four pipeline segments.

[3] Represents each ROW in which FWE I is to acquire solely as to the same 8/8ths undivided interest that FWE I is to acquire in the related lease referenced above for such ROW; the Debtors' remaining interests in such ROW are to be abandoned.

SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE	NOTE <sup>1</sup>
7943	Fieldwood Energy, LLC	EI	342	C	EI	327	08 SSTI	4	OIL	Out of Service	G08541	G02319	[3]
9211	Fieldwood Energy, LLC	EI	53	B	EI	64	22 SSTI	6	G/C	Partial Abandon	G12373	00479	[3]
9376	Fieldwood Energy, LLC	EI	142	A	EI	141	10 SSTI	4	OIL	Out of Service	G12734	00052	
11923	Fieldwood Energy, LLC	EI	53	C	EI	64	22 SSTI	10	G/C	Out of Service	G20539	00479	
14073	Fieldwood Energy, LLC	EI	188	JE	EI	188	06 SSTI	4	BLKG	Out of Service	G29056	00443	
14479	Fieldwood Energy, LLC	EI	158	C	EI	176	12"SSTI	6	OIL	Out of Service	G13702	G01220	
15906	Fieldwood Energy, LLC	EI	173	G	EI	175	C	4	BLKO	Out of Service	G28239	G13622	
16225	Fieldwood Energy, LLC	EI	354	D	EI	337	A	4	OIL	Out of Service	G28598	G10752	
16226	Fieldwood Energy, LLC	EI	354	D	EI	337	A	4	GAS	Out of Service	G28599	G10752	
16243	Fieldwood Energy, LLC	EI	189	B	EI	188	A	4	GAS	Out of Service	G29057	00423	
18493	Fieldwood Energy, LLC	EI	342	C	EI	343	SSTI	6	GAS	Out of Service	G29108	G02319	[3]
19960	Fieldwood Energy LLC	EI	342	C	EI	342	Blind Flange	6	OIL	Out of Service	G29471	G02319	[3]
-	Fieldwood Energy, LLC	EI	187	2	EI	187	2			Active	G30283	G10736	
8487	Fieldwood Energy, LLC	EW	826	A	ST	300	12 SSTI	12	OIL	Out of Service	G10110	G05800	
15298	Fieldwood Energy, LLC	GA	210	B	GA	239	12 SSTI	8	G/C	Active	G26931	G25524	[3]
7866	Fieldwood Energy, LLC	GI	33	A	GI	22	L	8	GAS	Permitted for Abandonment Approved	G08514	G04002	
9084	GOM Shelf, LLC	GI	43	AS	GI	19	F/S	10	OIL	Active	G12304	00175	[2]
17673	Fieldwood Energy, LLC	GI	54	#2	GI	47	L	4	BLKO	Permitted for Abandonment Approved	G28528	G27173	
5470	Fieldwood Energy, LLC	HI	A356	Valve	HI	A343	HIOS	12	GAS	Out of Service	G04050	G02754	

SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE	NOTE <sup>1</sup>
6504	Fieldwood Energy, LLC	HI	A595	D	HI	573	B	8	OIL	Out of Service	G28525	G02721	
6669	Fieldwood Energy, LLC	HI	A 376	A	HI	A 356	12 SSTI	10	GAS	Out of Service	G05238	G02754	[3]
6669	Fieldwood Energy LLC	HI	A 376	Platform A	HI	A 356	12 SSTI W/PSN 10882	10	GAS	Out of Service	G05238	G02754	[3]
10882	Fieldwood Energy, LLC	HI	A356	10SST	HI	A356	12SSTI	12	GAS	Out of Service	G04051	G02754	[3]
11841	Fieldwood Energy, LLC	HI	A 545	JA	HI	A 547	B	6	BLKG	Permitted for Abandonment	G20510	G17199	
14650	Fieldwood Energy, LLC	HI	201	#1	HI	199	A	6	BLKG	Partial Abandon	G25397	G23199	
15401	Fieldwood Energy, LLC	HI	A 341	B	HI	A 340	30" SSTI	812	G/C	Active	G26938	G25605	[3]
15581	Fieldwood Energy, LLC	HI	120	A	HI	128	SSTI	6	G/C	Out of Service	G26968	G24730	
16077	Fieldwood Energy, LLC	HI	130	#2	HI	165	8-inch SSTI	8	BLGH	Partial Abandon	G28284	G25579	[1]
18789	Fieldwood Energy LLC	HI	116	Platform A	HI	71	16-inch SSTI	16	G/C	PABN	G28649	G06156	
9032	Fieldwood Energy, LLC	MC	311	A	MC	312	8 SSTI	8	OIL	Active	G11747	G02968	
3472	Fieldwood Energy, LLC	MP	140	B	MP	56	F/S	18	BLKG	Out of Service	G13511	G02193	
5917	GOM Shelf, LLC	MP	311	A	MP	313	12 SSTI	8	OIL	Out of Service	G13466	G02213	
7143	Fieldwood Energy, LLC	MP	310	A	MP	297	12 SSTI	6	OIL	Out of Service	G07100	G04126	
13100	Fieldwood Energy, LLC	MP	259	A	VK	739	#01	5	UMB	Out of Service	G22377	G07827	
15818	Fieldwood Energy Offshore LLC	MP	77	A	MP	151	18"SSTI	8	GAS	Out of Service	G28221	G04481	
5408	Fieldwood Energy, LLC	PL	10	B	PL	13	20 SSTI	8	OIL	Out of Service	G09317	G02925	
16044	Fieldwood Energy, LLC	PL	9	#10	PL	10	B	6	BLKG	Out of Service	G28276	G02924	
4008	Fieldwood Energy, LLC	SM	268	A	SS	28	A	12	OIL	Out of Service	G02816	G34284	

SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE	NOTE <sup>1</sup>
4647	Fieldwood Energy, LLC	SM	149	6"SSTI	SM	132	B	6	BLKO	Out of Service	G03432	G02592	[2]
5427	Fieldwood Energy, LLC	SM	281	E	SM	268	A	12	SPLY	Out of Service	G02817	G02600	
5429	Fieldwood Energy, LLC	SM	281	C	SM	281	12 SSTI	10	SPLY	Out of Service	G02817	G02600	
6512	Fieldwood Energy, LLC	SM	281	C	SM	268	D	10	BLKO	Out of Service	G29131	G02600	
6513	Fieldwood Energy, LLC	SM	268	D	SM	268	A	10	BLKO	Out of Service	G29132	G02310	
10977	Fieldwood Energy, LLC	SM	268	A	SM	280	#03	3	BLKG	Active	G28756	G14456	
11046	Fieldwood Energy, LLC	SM	11	Well No.34	SM	10	A	6	BLKG	Out of Service	G28813	G01182	
11047	Fieldwood Energy, LLC	SM	10	A	SM	11	34	3	LIFT	Out of Service	G28812	G01181	
11986	Fieldwood Energy, LLC	SM	39	A	SM	33	30 SSTI	8	GAS	Out of Service	G20565	G16320	
11987	Fieldwood Energy, LLC	SM	39	A	SM	40	10 SSTI	6	OIL	Out of Service	G20566	G16320	
13642	Fieldwood Energy, LLC	SM	280	H	SM	268	A	10	BLKG	Permitted for Abandonment	G28758	G14456	[3]
17499	Fieldwood Energy, LLC	SM	269	B	SM	268	A	10	GAS	Active	G28484	G02311	
18057	Fieldwood Energy, LLC	SM	11	No.58 Caisson	SM	10	A	4	BLKG	Out of Service	G28815	G01182	
18510	Fieldwood Energy, LLC	SM	10	A	SM	287	SSTI	6	GAS	Out of Service	G29113	G01181	
18563	Fieldwood Energy, LLC	SM	48	E	SM	39	A	6	G/C	Out of Service	G29128	00786	
18583	Fieldwood Energy, LLC	SM	10	A	SM	11	SSTI	4	OIL	Out of Service	G28814	G01181	
18802	Fieldwood Energy, LLC	SM	39	A	SM	48	E	3	LIFT	Out of Service	G29182	G16320	
4716	Fieldwood Energy, LLC	SP	70	C	SP	60	B	8	GAS	Active	G03436	G01614	
15064	FW GOM Pipeline, Inc.	SP	49	A	SP	27	F/S Boundary	10	G/O	Active	G07561	G05051	
15598	Fieldwood Energy, LLC	SP	70	C	SP	60	E	6	OIL	Out of Service	G26860	G01614	

SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE	NOTE <sup>1</sup>
15626	Fieldwood Energy, LLC	SP	65	A	SP	62	18 SSTI	8	OIL	Out of Service	G01686A	G01610	
1137	Fieldwood Energy, LLC	SS	207	A Platform	SS	204	A	4	GAS	Out of Service	G13489	G01523	[3]
1138	Fieldwood Energy, LLC	SS	204	A	SS	207	A	6	G/O	Out of Service	G13491	G01520	[3]
1147	Fieldwood Energy, LLC	SS	207	A	SS	208	F-Pump	12	OIL	Out of Service	G13492	G01523	[3]
6432	Fieldwood Energy, LLC	SS	182	A	SS	169	18 SSTI	6	OIL	Active	G09321	G03998	
6538	Fieldwood Energy, LLC	SS	91	A	PL	11	08 SSTI	6	OIL	Out of Service	G05146	G02919	
6748	Fieldwood Energy, LLC	SS	169	C Platform	SS	169	18-inch SSTI	6	OIL	Out of Service	G09322	00820	[3]
7650	Fieldwood Energy, LLC	SS	178	A	SS	169	18 SSTI	6	OIL	Out of Service	G08054	G05551	
10406	Fieldwood Energy, LLC	SS	274	A	EI	259	A	8	OIL	Active	G14731	G01039	
10780	Fieldwood Energy, LLC	SS	193	A	SS	183	18 SSTI	6	OIL	Active	G15683	G13917	
10781	Fieldwood Energy, LLC	SS	193	A	SS	183	10 SSTI	6	GAS	Active	G15684	G13917	
11137	Fieldwood Energy, LLC	SS	129	A	SS	122	18 SSTI	6	OIL	Out of Service	G16084	G12941	
11145	Fieldwood Energy, LLC	SS	129	A	SS	149	6 SSTI	6	G/C	Out of Service	G16087	G12941	
11480	Fieldwood Energy, LLC	SS	105	A	EI	165	30 SSTI	10	GAS	Out of Service	G18801	G09614	
11544	Fieldwood Energy, LLC	SS	126	B	SS	105	A	6	BLKG	Out of Service	G18820	G12940	
12778	Fieldwood Energy, LLC	SS	189	A	SS	185	26"SSTI	8	G/C	Out of Service	G22139	G04232	[3]
15530	Fieldwood Energy, LLC	SS	183	Flange	SS	169	Flange	10	GAS	Out of Service	G01460	G13917	
16036	Fieldwood Energy, LLC	SS	190	Capped End	SS	207	A	4	BLKO	Permitted for Abandonment	G14734	G10775	
18837	Fieldwood Energy, LLC	SS	176	C	EI	212	A	6	BLKG	Out of Service	G29190	G33646	
20050	Fieldwood Energy, LLC	SS	168	SSTI	SS	168	SSTI	6		Proposed	G28788	00820	[3]

SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE	NOTE <sup>1</sup>
5890	Fieldwood Energy, LLC	ST	53	A	ST	52	A	6	OIL	Out of Service	G09319	G04000	[2]
7802	Fieldwood Energy, LLC	ST	295	A	ST	296	SS 8487	8	OIL	Active	G08385	G05646	
8676	Fieldwood Energy, LLC	ST	206	A	ST	175	T-22	16	G/C	Out of Service	G11146	G05613	
9313	Fieldwood Energy, LLC	ST	295	A	ST	295	24 SSTI	8	GAS	Active	G12709	G05646	
13462	Fieldwood Energy, LLC	ST	205	G	ST	206	A	8	BLKG	Out of Service	G028821	G05612	
13462	Fieldwood Energy LLC	ST	205	G	ST	206	A	8	BLKG	Out of Service	G29451	G05612	
17265	Fieldwood Energy, LLC	ST	68	Caisson No. 1	ST	53	A	6	BLKO	Out of Service	G28385	G04000	[2]
17898	Fieldwood Energy, LLC	ST	49	Platform A	ST	35	6-inch SSTI	4	OIL	Out of Service	G28577	G24956	
19776	Fieldwood Energy, LLC	ST	295	24" SSTI	ST	292	A	24	GAS	Active	G29376	G05646	
13098	Fieldwood Energy, LLC	VK	694	#04	MP	259	A	4	BLKG	Out of Service	G22376	G13055	
13099	Fieldwood Energy, LLC	VK	739	SS #3	MP	259	A	4	BLKG	Out of Service	G22377	G07827	
13720	Fieldwood Energy Offshore LLC	VK	340	8-inch SSTI	VK	251	Platform A	8	BLGH	Active	G28703	G10933	[3]
13721	Fieldwood Energy, LLC	VK	251	A	VK	340	A	3	AIR	Active	G28704	G10930	
14876	Fieldwood Energy, LLC	VK	251	A	MP	154	A	4	H2O	Active	G22465	G10930	
6113	Fieldwood Energy, LLC	VR	380	A	VR	397	24 SSTI	12	GAS	Out of Service	G04645	G02580	
12502	Fieldwood Energy, LLC	VR	326	A Platform	VR	321	22-inch SSTI	6	G/C	Out of Service	G21523	G21096	
17090	Fieldwood Energy, LLC	VR	261	A	VR	265	A	8	BLKO	Out of Service	G28347	G03328	[3]
18502	Fieldwood Energy, LLC	VR	380	A	VR	398	16" SSTI	6	OIL	Out of Service	G02919	G02580	
18502	Fieldwood Energy LLC	VR	380	Platform A	VR	398	16-inch SSTI	6	OIL	Out of Service	G29109	G02580	
2698	Fieldwood Energy, LLC	WC	102	flange	WC	102	G	8	GAS	Out of Service	G02124D	00247	



SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE	NOTE <sup>1</sup>
3763	Fieldwood Energy, LLC	WC	102	#02	WC	102	08 SSTI	8	GAS	Out of Service	G02124D	00247	
3986	Fieldwood Energy, LLC	WC	66	A	WC	31	F/S	10	G/O	Active	G03345	G01860	
5343	Fieldwood Energy, LLC	WC	34	D	WC	35	10 SSTI	8	G/O	Out of Service	G28659	G01860	
8621	Bandon Oil and Gas, LP	WC	290	A	WC	289	A	6	BLKG	Out of Service	G10532	G04818	
9504	Fieldwood Energy, LLC	WC	71	12 SSTI	WC	71	12 SSTI	12	GAS	Out of Service	G04346	00244	
14251	Fieldwood Energy Offshore LLC	WC	72	#1	WC	65	JA	4	BLKG	Out of Service	G25275	G23735	[3]
15210	Fieldwood Energy, LLC	WC	295	2	HI	120	A- PROCESS	6	BLKG	Out of Service	G26886	G24730	
15952	Fieldwood Energy, LLC	WC	33	O	WC	34	D	4	G/O	Out of Service	G28657	G15050	
20483	Fieldwood Energy Offshore LLC	WC	295	Flanged End	WC	293	16-inch SSTI	12	G/C	PABN	G10085	G01848	
23036	Fieldwood Energy LLC	WC	289	A- PROCESS	WC	289	A- PROCESS			Expired	G14262	G04818	
7919	Fieldwood Energy, LLC	WD	105	E	WD	104	D	6	GAS	Out of Service	G08533	00842	
15960	Fieldwood Energy, LLC	WD	90	A	WD	73	SSTI	4	OIL	Out of Service	G28260	G01089	[3]
16088	Fieldwood Energy, LLC	WD	122	A	WD	105	E	6	GAS	Out of Service	G28289	G13645	[3]
16089	Fieldwood Energy, LLC	WD	122	A	WD	105	E	3	OIL	Out of Service	G28290	G13645	[3]

**FWE I RUE**

Area	Block No.	Structure	Complex ID No.	Authority No.	FW Lease	Operator	Approval Date	Associated Assets	Note <sup>1</sup>
EI	188	JE	26052	G30268	G10736	Fieldwood Energy LLC	04/18/14	EI 187 JC001, JD001, JD002, 002 & JE002	
HI	120	A-PROCESS	10450	G30270	G01848	Fieldwood Energy LLC	08/06/14	WC 295 A001 & A002	
SM	132	B	21982	G30329	G02588	Fieldwood Energy LLC	05/06/19	SM 136 C007, SM 149 C001, C002 & C004	[1]
SM	10	A	20706	G30365	G01181	Fieldwood Energy LLC			
SM	268	A	21739	G30282	G14456	Fieldwood Energy LLC	06/15/18	SM 257 001, SM 269 B017, B019, F001, SM 280 G001, G002, H001, B, F, SM 280 G, H, I, SM 281 C010, C014, C015, C020, C023, C024, C025, C026, C028, E005, E011, I001, I003, C & E	[2]
SM	268	A-PRD	21739	G30282	G14456	Fieldwood Energy LLC	06/15/18	Production from SM 268 A RUE	[2]
ST	206	A	23851	G30291	G05612	Fieldwood Energy LLC	12/11/15	ST 205 G001 & G003	

[1] RUE services a lease to be co-owned by FWE I and the Credit Bid Purchaser (for SM 149) plus a lease going just to FWE I. RUE only assignable to one entity and are assigned to entity with operatorship. Expenditures will be shared based on serviced lease ownership.

[2] RUE services leases included on both FWE I and Abandoned Properties schedules. RUE only assignable to one entity and are assigned to entity with operatorship. Expenditures will be shared based on serviced lease ownership.

**Exhibit D**

**Leases, Rights of Way and Rights of Use and Easement Related to  
FWE III Oil & Gas Lease Interests**

### **Leases Related to FWE III Oil & Gas Lease Interests<sup>1</sup>**

<b>Block</b>	<b>Lease</b>	<b>Type</b>	<b>Rights</b>	<b>Date Le Eff</b>	<b>Le Cur Acres (Ac)</b>	<b>Operator</b>	<b>WI</b>	<b>Lease Status</b>	<b>Note<sup>2</sup></b>
BS 41	G21142	Federal	OP 2	5/1/1999	4,995	Fieldwood En Off	10.0%	TERMIN	[1]
BS 41	G21142	Federal	Contractual	5/1/1999	4,995	Fieldwood En Off	25.0%	TERMIN	[1]
EC 257	G21580	Federal	OP 1	7/1/2000	5,000	Fieldwood En Off	100.0%	TERMIN	
GA 241	G01772	Federal	OP 1	7/1/1968	1,440	Fieldwood En Off	100.0%	TERMIN	
GA 241	G01773	Federal	RT	7/1/1968	1,440	Fieldwood En Off	100.0%	TERMIN	
GA 255	G01777	Federal	RT	7/1/1968	5,760	Fieldwood En Off	100.0%	TERMIN	
GI 83	G03793	Federal	RT	6/1/1978	5,000	Fieldwood En Off	100.0%	TERMIN	
HI A-446	G02359	Federal	RT	8/1/1973	5,760	Bandon O&G	100.0%	TERMIN	
HI A-447	G02360	Federal	RT	8/1/1973	5,760	Bandon O&G	100.0%	TERMIN	
MP 154	G10902	Federal	RT	7/1/1989	4,995	Fieldwood En Off	100.0%	TERMIN	
MP 112	G09707	Federal	RT	6/1/1988	4,995	Fieldwood En Off	100.0%	RELINQ	
SM 39	G16320	Federal	RT	7/1/1996	5,000	Fieldwood En Off	50.0%	PROD	
ST 242	G23933	Federal	RT	6/1/2002	5,000	Fieldwood En Off	60.0%	TERMIN	
VR 314	G05438	Federal	OP 2	7/1/1983	5,000	Fieldwood En Off	50.0%	PROD	
VR 315	G04215	Federal	OP 1	1/1/1980	5,000	Dynamic Off Res	50.0%	TERMIN	
VR 332	G09514	Federal	OP 1	7/1/1988	5,000	Fieldwood En	67.0%	PROD	[1]
VR 332	G09514	Federal	RT	7/1/1988	5,000	Fieldwood En	100.0%	PROD	[1]
VR 333	G14417	Federal	RT	7/1/1994	4,201	Fieldwood En Off	67.0%	TERMIN	
VK 113	G16535	Federal	RT	6/1/1996	5,760	Fieldwood En Off	100.0%	TERMIN	

<sup>1</sup> The Debtors reserve the right to amend, modify, or supplement this schedule in accordance with the terms of the Plan and subject to any consent rights under the Restructuring Support Agreement.

[1] Represents leases in which Fieldwood III is to acquire all of the Debtors' right, title and interest in such lease (less and except the right, title and interest acquired by FWE from Apache); as to all remaining leases on this schedule, FWE III is to obtain all of the Debtors' right, title and interest in such leases.

Key: RT = Record Title; OP = Operating Rights; ORRI = Overriding Royalty Interest; CONT = Contractual; OPRTS = Operating Rights; WI = Working Interest  
WEIL:\97879238\245327.0005

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note <sup>2</sup>
VK 251	G10930	Federal	OP 1	7/1/1989	5,760	Fieldwood En Off	100.0%	UNIT	[1]
VK 340	G10933	Federal	OP 1	7/1/1989	5,760	Fieldwood En Off	100.0%	UNIT	[1]
WC 100	G22510	Federal	RT	7/1/2001	5,000	Fieldwood En Off	100.0%	RELINQ	
WC 290	G04818	Federal	OP 1	9/1/1981	5,000	Fieldwood En Off	50.0%	TERMIN	[1]

**FWE III ROW**

SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE
15213	Fieldwood Energy, LLC	BS	41	B	BS	42	24" SSTI	10	G/C	Partial Abandon	G25383	G21142
5911	Bandon Oil and Gas, LP	GI	83	A	GI	82	16 SSTI	6	GAS	Permitted for Abandonment	G04355	G03793
9006	Fieldwood Energy, LLC	MP	112	#02	MP	117	08 SSTI	6	BLKG	Permitted for Abandonment Approved	G11738	G09707
15220	Fieldwood Energy Offshore LLC	ST	242	A	SS	283	24 SSTI	8	G/C	Permitted for Abandonment	G26891	G23933
19427	Fieldwood Energy, LLC	VK	113	A	CA	43	A	4	BLKG	Out of Service	G29321	G16535
13721	Fieldwood Energy, LLC	VK	251	A	VK	340	A	3	AIR	Active	G28704	G10930
14876	Fieldwood Energy, LLC	VK	251	A	MP	154	A	4	H2O	Active	G22465	G10930
13720	Fieldwood Energy Offshore LLC	VK	340	8-inch SSTI	VK	251	Platform A	8	BLGH	Active	G28703	G10933
7298	Dynamic Industries, Inc	VR	315	A	VR	331	06 SSTI	6	OIL	Out of Service	G07545	G04215
10736	Dynamic Industries, Inc	VR	332	A	VR	315	A	8	BLKG	Out of Service	G15672	G09514
10737	Dynamic Industries, Inc	VR	332	A	VR	315	A	6	LIFT	Out of Service	G15673	G09514
14210	Fieldwood Energy Offshore LLC	WC	100	A	WC	102	30" SSTI	8	G/C	Permitted for Abandonment Approved	G24699	G22510
13864	Fieldwood Energy, LLC	WC	100	A	WC	102	30 SSTI	8	G/C	Permitted for Abandonment Approved	G24253	G22510
8621	Bandon Oil and	WC	290	A	WC	289	A	6	BLKG	Out of Service	G10532	G04818



SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE
	Gas, LP											

### **FWE III RUE**

Area	Block No.	Structure	Complex ID No.	Authority No.	FW Lease	Operator	Approval Date	Associated Assets	Note <sup>1</sup>
GA	255	A	10050	G30195	G01777	Fieldwood Energy Offshore LLC	06/12/13	GA 241 A005 & B004	
MP	154	A	24171	G30337	G10902	Fieldwood Energy Offshore LLC	02/03/17	MP 154 A001 & A002	
VR	315	A	22981	G30213	G04215	Fieldwood Energy Offshore LLC	11/26/13	VR 332 A001, A002, A005 & A006	
VR	315	A-AUX	22981	G30213	G04215	Fieldwood Energy Offshore LLC	11/26/13	Production from VR 315 A RUE	
WC	289	A-PROCESS	23036	G14262	G04818	Fieldwood Energy LLC	12/03/93	ROW accessory PF WC 289 A	[1]

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[1] RUE services lease included on both FWE I and FWE III schedules. RUE only assignable to one entity and are assigned to entity with operatorship. Expenditures will be shared based on serviced lease ownership.

**Exhibit E**

**Leases, Rights of Way and Rights of Use and Easement Related to  
Abandoned Properties**

## Leases Related to Abandoned Properties<sup>1</sup>

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note <sup>2</sup>
BA A-102	G01754	Federal	RT	6/1/1968	5,760	Fieldwood En	100.0%	TERMIN	
BA A-105	G01757	Federal	RT A	7/1/1968	5,760	Fieldwood En	87.5%	PROD	[1]
BA A-105	G01757	Federal	RT B	7/1/1968	5,760	Fieldwood En	100.0%	PROD	[1]
BA A-133	G02665	Federal	RT	7/1/1974	5,760	GOM Shelf	25.0%	PROD	[1]
EB 158	G02645	Federal	RT	7/1/1974	5,760	Fieldwood SD Off	66.0%	PROD	
EB 159	G02646	Federal	RT	7/1/1974	5,760	Fieldwood SD Off	66.0%	PROD	
EB 160	G02647	Federal	RT	7/1/1974	5,760	Fieldwood SD Off	100.0%	PROD	
EB 161	G02648	Federal	RT	7/1/1974	5,760	Fieldwood SD Off	100.0%	PROD	
EB 165	G06280	Federal	RT	10/1/1983	5,760	Fieldwood SD Off	100.0%	UNIT	
EB 209	G07397	Federal	RT	9/1/1984	5,760	Fieldwood SD Off	100.0%	UNIT	
EC 330	G03540	Federal	OP 1	8/1/1977	5,000	Fieldwood En Off	50.0%	TERMIN	
EC 331	G08658	Federal	OP 1	8/1/1987	5,000	Fieldwood En Off	92.8%	TERMIN	
EC 331	G08658	Federal	OP 2	8/1/1987	5,000	Fieldwood En Off	92.8%	TERMIN	
EC 332	G09478	Federal	RT	5/1/1988	5,000	Fieldwood En Off	88.0%	TERMIN	
EC 332	G09478	Federal	OP 1	5/1/1988	5,000	Fieldwood En Off	88.0%	TERMIN	
EC 349	G14385	Federal	OP 1	5/1/1994	5,000	W & T Off	25.0%	PROD	
EC 350	G15157	Federal	OP 1	9/1/1995	5,000	W & T Off	25.0%	TERMIN	
EC 356	G13592	Federal	RT	9/1/1992	5,000	W & T Off	25.0%	RELINQ	
EC 371	G02267	Federal	CONT	2/1/1973	5,000	Talos ERT	25.0%	TERMIN	
EI 100	796	Federal	Contractual	5/1/1960	5,000	Fieldwood En	100.0%	PROD	
EI 175	438	Federal	OP 1	12/1/1954	5,000	Fieldwood En	25.0%	PROD	[1]
EI 307	G02110	Federal	RT	2/1/1971	2,500	Fieldwood En Off	25.0%	TERMIN	[1]
EI 311	G27918	Federal	RT	7/1/2006	5,000	Dynamic Off Res	60.0%	TERMIN	

<sup>1</sup> The Debtors reserve the right to amend, modify, or supplement this schedule in accordance with the terms of the Plan and subject to any consent rights under the Restructuring Support Agreement.

[1] Represents leases in which all of the Debtors' right, title and interest in such leases are to be abandoned (less and except the right, title and interest acquired by FWE from Apache); as to all remaining leases on this schedule (other than those leases referenced in footnotes [2]-[4] below), all of the Debtors' right, title and interest in such leases are to be abandoned. For each lease on this schedule, see the BOEM's Serial Register Page to identify the Debtors' interests; this schedule identifies each separate interest of the Debtors that carries any assets or liabilities, but does not necessarily identify each separate interest of the Debtors in each such lease.

[2] Fieldwood Energy Offshore's record title solely as to the NE/4 of the block and its interest in the operating rights are to be abandoned; its remaining record title and its overriding royalty interests are to be acquired by the Credit Bid Purchaser.

[3] FWE I is to acquire solely the operating rights as to the NE/4 of this block; the Credit Bid Purchaser is to obtain the Debtors' overriding royalty interest in this lease; and the Debtors' remaining interests in the lease are to be abandoned.

[4] Represents leases where the Credit Bid Purchaser is to acquire solely the Debtors' overriding royalty interests; the Debtors' remaining interests in these leases are to be abandoned.

Key: RT = Record Title; OP = Operating Rights; ORRI = Overriding Royalty Interest; CONT = Contractual; OPRTS = Operating Rights; WI = Working Interest

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note <sup>2</sup>
EI 312	G22679	Federal	OP 1	6/1/2001	5,000	Fieldwood En	60.0%	TERMIN	[1]
EI 32	00196	Federal	OP 1	11/26/1946	5,000	Cox Op	23.7%	PROD	
EI 330	G02115	Federal	Contractual	1/1/1971	5,000	Fieldwood En	17.0%	UNIT	[1]
EI 342	G02319	Federal	RT A	2/1/1973	5,000	Fieldwood En	50.0%	TERMIN	[1]
EI 53	00479	Federal	OP 1	12/1/1954	5,000	Fieldwood En	11.1%	PROD	[1]
EI 63	00425	Federal	RT	12/1/1954	5,000	Fieldwood En Off	100.0%	TERMIN	
EW 782	G05793	Federal	CONT	7/1/1983	1,093	Fieldwood En	100.0%	TERMIN	[1]
GA 151	G15740	Federal	RT	11/1/1995	4,804	Fieldwood En	33.0%	TERMIN	[1]
GA 210	G25524	Federal	OP 1	12/1/2003	5,760	Fieldwood En	16.7%	PROD	[1]
GA 210	G25524	Federal	OP 3	12/1/2003	5,760	Fieldwood En	33.0%	PROD	[1]
GA A-155	G30654	Federal	RT	10/1/2006	5,760	Peregrine O&G	10.8%	TERMIN	
GC 157	G24154	Federal	RT	6/1/2002	5,760	LLOG Exp Off	15.0%	TERMIN	
GC 201	G12210	Federal	OP	5/1/1990	5,760	LLOG Exp Off	15.0%	UNIT	
GC 201	G12210	Federal	RT	5/1/1990	5,760	Fieldwood En Off; LLOG Exp Off	100.0%	UNIT	[2]
GC 245	G05916	Federal	CONT	7/1/1983	5,760	Fieldwood En Off	100.0%	TERMIN	
GC 64	G07005	Federal	CONT	6/1/1984	5,760	Fieldwood En Off	49.0%	RELINQ	
HI A-341	G25605	Federal	RT	12/1/2003	5,760	Fieldwood En	40.0%	PROD	[1]
HI A-365	G02750	Federal	RT	7/1/1974	5,760	Fieldwood En	49.6%	PROD	[1]
HI A-376	G02754	Federal	RT	7/1/1974	5,760	Fieldwood En	55.4%	PROD	[1]
HI A-382	G02757	Federal	RT	7/1/1974	5,760	Fieldwood En	27.6%	PROD	[1]
HI A-474	G02366	Federal	RT	8/1/1973	5,760	McMoRan O&G	12.0%	TERMIN	[1]
HI A-475	G02367	Federal	CONT	8/1/1973	5,760	McMoRan O&G	12.0%	TERMIN	[1]
HI A-489	G02372	Federal	RT	8/1/1973	5,760	McMoRan O&G	12.0%	TERMIN	[1]
HI A-531	G02696	Federal	OP 1	7/1/1974	5,760	Fieldwood En Off	75.0%	TERMIN	
HI A-550	G04081	Federal	RT	10/1/1979	5,760	Fieldwood En Off	100.0%	PROD	
HI A-550	G04081	Federal	OP 1	10/1/1979	5,760	Fieldwood En Off	100.0%	PROD	
HI A-550	G04081	Federal	OP 2	10/1/1979	5,760	Fieldwood En Off	100.0%	PROD	
HI A-563	G02388	Federal	OP 1	8/1/1973	5,760	Cox Op	2.0%	PROD	
HI A-564	G02389	Federal	OP 1	8/1/1973	5,760	Cox Op	2.0%	TERMIN	
HI A-572	G02392	Federal	RT	8/1/1973	5,760	Fieldwood En	24.1%	TERMIN	[1]
HI A-573	G02393	Federal	RT	8/1/1973	5,760	Fieldwood En	27.6%	PROD	[1]
HI A-581	G18959	Federal	RT	12/1/1997	5,760	Cox Op	2.0%	TERMIN	[1]
HI A-582	G02719	Federal	OP 1	7/1/1974	5,760	Cox Op	2.3%	PROD	[1]
HI A-595	G02721	Federal	RT	7/1/1974	5,760	Fieldwood En	27.6%	PROD	[1]
HI A-596	G02722	Federal	RT	7/1/1974	5,760	Fieldwood En	27.6%	PROD	[1]
MO 861	G05062	Federal	RT	4/1/1982	5,198	Providence Res GOM 2	100.0%	TERMIN	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note <sup>2</sup>
MO 861	G05062	Federal	OP 1	4/1/1982	5,198	Providence Res GOM 2	50.0%	TERMIN	
MP 101	G22792	Federal	RT	7/1/2001	4,995	Fieldwood En Off	77.5%	TERMIN	
MP 109	G22794	Federal	OP 1	5/1/2001	4,995	W & T Off	33.3%	TERMIN	
MP 109	G22794	Federal	OP 2	5/1/2001	4,995	W & T Off	33.3%	TERMIN	
MP 77	G04481	Federal	RT	11/1/1980	4,655	Fieldwood En Off	73.8%	RELINQ	[1]
PL 13	G03171	Federal	OP 3	7/1/1975	5,000	ANKOR En	2.0%	TERMIN	
SM 102	G24872	Federal	RT	5/1/2003	3,113	Fieldwood En Off	100.0%	PROD	
SM 132	G02282	Federal	RT	2/1/1973	5,000	Fieldwood En	50.0%	TERMIN	[1]
SM 135	G19776	Federal	RT	5/1/1998	3,293	Fieldwood En	50.0%	TERMIN	[1]
SM 136	G02588	Federal	RT	5/1/1974	2,500	Fieldwood En	50.0%	TERMIN	[1]
SM 137	G02589	Federal	RT	5/1/1974	5,000	Fieldwood En	50.0%	TERMIN	[1]
SM 139	G21106	Federal	OP 1	7/1/1999	5,000	Fieldwood En Off	100.0%	TERMIN	
SM 142	G01216	Federal	RT	6/1/1962	2,761	Fieldwood En Off	86.1%	TERMIN	
SM 142	G01216	Federal	OP 1	6/1/1962	2,761	Fieldwood En Off	86.1%	TERMIN	
SM 143	G01217	Federal	CONT	5/1/1962	2,738	Fieldwood En Off	16.0%	TERMIN	
SM 146	G09546	Federal	RT	7/1/1988	5,000	Dynamic Off Res	100.0%	TERMIN	
SM 147	G06693	Federal	RT	7/1/1984	5,000	Fieldwood En Off	100.0%	TERMIN	
SM 150	G16325	Federal	RT	6/1/1996	3,329	Fieldwood En	50.0%	RELINQ	[1]
SM 268	G02310	Federal	RT	1/1/1973	3,237	Fieldwood En	30.1%	TERMIN	[1]
SM 269	G02311	Federal	RT	1/1/1973	5,000	Fieldwood En	17.7%	PROD	[1]
SM 269	G02311	Federal	RT	1/1/1973	5,000	Fieldwood En	9.1%	PROD	[1]
SM 269	G02311	Federal	RT	1/1/1973	5,000	Fieldwood En	0.4%	PROD	[1]
SM 280	G14456	Federal	OP 1	6/1/1994	5,000	Fieldwood En	50.0%	PROD	[1]
SM 280	G14456	Federal	OP 3	6/1/1994	5,000	Fieldwood En	50.0%	PROD	[1]
SM 281	G02600	Federal	RT	4/1/1974	3,214	Fieldwood En	31.9%	PROD	[1]
SM 66	G01198	Federal	RT	6/1/1962	5,000	Fieldwood En	50.0%	TERMIN	[1]
SM 87	G24870	Federal	RT	5/1/2003	3,077	Castex Off	100.0%	PROD	
SP 17	G02938	Federal	RT	11/1/1974	962	Fieldwood En Off	100.0%	UNIT	
SP 37	00697	Federal	OP 1	10/1/1959	2,500	Whitney O&G	44.0%	PROD	
SP 6	G03337	Federal	RT	4/1/1976	318	Fieldwood En Off	100.0%	UNIT	
SP 6	G03337	Federal	OP	4/1/1976	318	Fieldwood En Off	100.0%	UNIT	
SP 59	G02942	Federal	RT	11/1/1974	1,657	Fieldwood En Off	100.0%	UNIT	
SP 59	G02943	Federal	RT	11/1/1974	907	Fieldwood En Off	100.0%	UNIT	
SP 59, SP 60	G01608	Federal	RT	7/1/1967	3,510	Fieldwood En Off	100.0%	UNIT	
SP 60	G02137	Federal	RT	11/1/1971	1,762	Fieldwood En Off	100.0%	UNIT	
SP 61	G01609	Federal	RT	7/1/1967	5,000	Fieldwood En	100.0%	UNIT	[3]
SP 61	G01609	Federal	OP 1	7/1/1967	5,000	Fieldwood En	100.0%	UNIT	[3]



Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note <sup>2</sup>
SP 66	G01611	Federal	RT	6/1/1967	4,310	Fieldwood En Off	100.0%	UNIT	[1]
SP 67	G01612	Federal	RT	7/1/1967	5,000	Fieldwood En Off	100.0%	UNIT	
SS 149	00434	Federal	OP 1	1/1/1955	5,000	W & T Off	3.0%	TERMIN	
SS 149	00434	Federal	OP 2	1/1/1955	5,000	W & T Off	3.0%	TERMIN	
SS 149	00434	Federal	OP 1	1/1/1955	5,000	W&T Off	3.0%	TERMIN	
SS 149	00434	Federal	OP 2	1/1/1955	5,000	W&T Off	3.0%	TERMIN	
SS 169	00820	Federal	RT	4/1/1960	5,000	Fieldwood En	33.3%	PROD	[1]
SS 177	00590	Federal	RT	9/1/1955	5,000	W & T Off	25.0%	PROD	
SS 189	G04232	Federal	OP 5	12/1/1979	5,000	Fieldwood En	1.0%	PROD	[1]
SS 204	G01520	Federal	RT	7/1/1967	5,000	Fieldwood En	20.9%	PROD	[1]
SS 204	G01520	Federal	RT	7/1/1967	5,000	Fieldwood En	0.2%	PROD	[1]
SS 206	G01522	Federal	RT	7/1/1967	5,000	Fieldwood En	40.0%	UNIT	[1]
SS 207	G01523	Federal	RT	7/1/1967	5,000	Fieldwood En	27.5%	UNIT	[1]
SS 207	G01523	Federal	RT	7/1/1967	5,000	Fieldwood En	0.3%	UNIT	[1]
SS 207	G01523	Federal	OP	7/1/1967	5,000	Fieldwood En	0.3%	UNIT	[1]
SS 214	00828	Federal	RT	5/1/1960	5,000	W & T Off	35.5%	PROD	
SS 214	00828	Federal	OP 1	5/1/1960	5,000	W & T Off	13.5%	PROD	
SS 216	G01524	Federal	RT	7/1/1967	5,000	Fieldwood En	19.7%	PROD	[1]
SS 216	G01524	Federal	RT	7/1/1967	5,000	Fieldwood En	0.3%	PROD	[1]
SS 232	G15293	Federal	RT	9/1/1995	5,000	W & T Off	33.8%	TERMIN	
SS 233	G01528	Federal	RT	7/1/1967	5,000	W & T Off	33.8%	PROD	
SS 238	G03169	Federal	RT	7/1/1975	5,000	W & T Off	34.5%	PROD	
SS 238	G03169	Federal	OP 2	7/1/1975	5,000	Peregrine O&G II	34.5%	PROD	
SS 246	G01027	Federal	OP 11	6/1/1962	5,000	Fieldwood En Off	80.7%	TERMIN	
SS 246	G01027	Federal	OP 13	6/1/1962	5,000	Fieldwood En Off	76.8%	TERMIN	
SS 247	G01028	Federal	RT B	6/1/1962	5,000	Fieldwood En Off	89.2%	UNIT	
SS 247	G01028	Federal	RT C	6/1/1962	5,000	Fieldwood En Off	77.3%	UNIT	
SS 248	G01029	Federal	RT B	6/1/1962	5,000	Fieldwood En Off	77.3%	UNIT	
SS 249	G01030	Federal	OP 1	6/1/1962	5,000	Fieldwood En Off	79.7%	UNIT	[1]
SS 249	G01030	Federal	OP 2	6/1/1962	5,000	Fieldwood En Off	68.8%	UNIT	[1]
SS 252	G01529	Federal	RT	7/1/1967	5,000	Fieldwood En Off	100.0%	PROD	
SS 252	G01529	Federal	OP 1	7/1/1967	5,000	Fieldwood En Off	100.0%	PROD	
SS 252	G01529	Federal	OP 2	7/1/1967	5,000	Fieldwood En Off	31.9%	PROD	
SS 253	G01031	Federal	RT	6/1/1962	5,000	Fieldwood En Off	100.0%	PROD	
SS 253	G01031	Federal	OP 1	6/1/1962	5,000	Fieldwood En Off	100.0%	PROD	
SS 253	G01031	Federal	OP 2	6/1/1962	5,000	Fieldwood En Off	100.0%	PROD	
SS 253	G01031	Federal	OP 4	6/1/1962	5,000	Fieldwood En Off	100.0%	PROD	
SS 253	G01031	Federal	OP 5	6/1/1962	5,000	Fieldwood En Off	100.0%	PROD	
SS 270	G01037	Federal	RT	3/13/1962	5,000	Fieldwood En Off	89.2%	UNIT	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note <sup>2</sup>
SS 271	G01038	Federal	RT	3/13/1962	5,000	Fieldwood En Off	72.3%	UNIT	[1]
SS 271	G01038	Federal	OP	3/13/1962	5,000	Fieldwood En Off	72.3%	UNIT	[1]
SS 291	G02923	Federal	RT B	12/1/1974	3,750	Fieldwood En	15.4%	OPERNS	[1]
SS 300	G07760	Federal	RT	8/1/1985	5,000	W & T Off	24.3%	PROD	
SS 315	G09631	Federal	RT	6/1/1988	5,000	W & T Off	25.0%	PROD	
ST 169	G01253	Federal	RT	6/1/1962	4,708	Beryl O&G	100.0%	TERMIN	
ST 195	G03593	Federal	RT	8/1/1977	5,000	Fieldwood En Off	100.0%	TERMIN	
ST 315	G23946	Federal	RT	7/1/2002	4,458	W & T Off	50.0%	PROD	
ST 316	G22762	Federal	RT	6/1/2001	4,435	W & T Off	40.0%	PROD	[1]
VK 824	G15436	Federal	CONT	9/1/1995	5,760	Fieldwood En	6.1%	RELINQ	
VK 826	G06888	Federal	RT	6/1/1984	5760	Fieldwood En	100.0%	TERMIN	
VK 917	G15441	Federal	OP	7/1/1995	5760	Fieldwood En	85.0%	PROD	
VK 962	G15445	Federal	OP 1	7/1/1995	5760	Fieldwood En	85.0%	TERMIN	
VR 196	G19760	Federal	OP 1	8/1/1998	5,000	Fieldwood En Off	63.1%	TERMIN	
VR 207	G19761	Federal	OP 1	8/1/1998	5,000	Fieldwood En Off	46.4%	RELINQ	
VR 261	G03328	Federal	RT	4/1/1976	5,429	Fieldwood En	25.0%	TERMIN	[1]
VR 261	G03328	Federal	OP 1	4/1/1976	5,429	Fieldwood En	25.0%	TERMIN	[1]
VR 262	G34257	Federal	RT	10/1/2012	5,485	Fieldwood En	25.0%	RELINQ	[1]
VR 272	G23829	Federal	RT	6/1/2002	4,381	Fieldwood En Off	100.0%	PROD	
VR 273	G14412	Federal	OP 3	5/1/1994	5,000	Fieldwood En Off	100.0%	TERMIN	
VR 279	G11881	Federal	OP 1	5/1/1990	5,000	Talos En Off	50.0%	TERMIN	
VR 313	G01172	Federal	OP 1	6/1/1962	5,000	Fieldwood En Off	100.0%	TERMIN	
VR 313	G01172	Federal	OP 2	6/1/1962	5,000	Fieldwood En Off	100.0%	TERMIN	
VR 408	G15212	Federal	CONT	7/1/1995	5,000	Fieldwood En	33.2%	PROD	
WC 171	G01997	Federal	RT	1/1/1971	5,000	XTO	33.5%	TERMIN	
WC 295	G24730	Federal	OP 1	5/1/2003	5,000	Fieldwood En	13.8%	PROD	[1]
WC 485	G02220	Federal	RT	2/1/1973	5,000	Fieldwood En Off	100.0%	UNIT	
WC 498	G03520	Federal	RT	8/1/1977	5,000	Cox Op	3.7%	PROD	
WC 507	G02549	Federal	RT	4/1/1974	2,500	Fieldwood En Off	100.0%	UNIT	
WC 507	G02549	Federal	OP 1	4/1/1974	2,500	Fieldwood En Off	50.0%	UNIT	
WC 507	G10594	Federal	RT	6/1/1989	2,500	Fieldwood En Off	100.0%	UNIT	
WC 65	G02825	Federal	OP 4	12/1/1974	5,000	Fieldwood En	18.8%	PROD	[1]
WC 66	G02826	Federal	OP 2	12/1/1974	3,750	Fieldwood En	25.0%	PROD	[1]
WC 67	G03256	Federal	CONT	9/1/1975	5,000	Fieldwood En	17.5%	TERMIN	[1]
WC 72	G23735	Federal	RT	7/1/2002	5,000	Fieldwood En Off	75.0%	PROD	
WC 96	G23740	Federal	OP 1	5/1/2002	5,000	Talos	25.0%	UNIT	
WD 103	G12360	Federal	OP 1	5/1/1960	1,016	Fieldwood En	18.8%	PROD	[1]
WD 121	G19843	Federal	OP 1	8/1/1998	5,000	Fieldwood En	16.0%	PROD	[1]
WD 122	G13645	Federal	OP 1	8/1/1992	5,000	Fieldwood En	16.0%	PROD	[1]

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note <sup>2</sup>
WD 122	G13645	Federal	OP 2	8/1/1992	5,000	Fieldwood En	16.0%	PROD	[1]
WD 27	G04473	Federal	RT B	11/1/1980	5,000	Cox Op	13.8%	PROD	
WD 57, WD 79, WD 80	G01449	Federal	RT	5/1/1966	3,125	Fieldwood En Off	100.0%	UNIT	[4]
WD 63	G19839	Federal	OP 1	6/1/1998	5,000	Peregrine O&G	12.5%	RELINQ	
WD 64	G25008	Federal	RT	5/1/2003	5,000	Peregrine O&G	5.9%	TERMIN	
WD 73	G01083	Federal	OP 2	6/1/1962	5,000	Cox Op	5.9%	UNIT	
WD 74	G01084	Federal	OP 1	6/1/1962	5,000	Cox Op	5.9%	UNIT	
WD 79, WD 80	G01874	Federal	RT	12/1/1968	3,438	Fieldwood En Off	100.0%	UNIT	[4]
WD 80	G01989	Federal	RT	8/1/1970	1,875	Fieldwood En Off	100.0%	UNIT	[4]
WD 80	G02136	Federal	RT	1/1/1972	938	Fieldwood En Off	100.0%	UNIT	[4]
WD 85	G04895	Federal	RT	12/1/1981	2,630	Fieldwood En Off	100.0%	TERMIN	
WD 85	G04895	Federal	OP 1	12/1/1981	2,630	Fieldwood En Off	100.0%	TERMIN	
WD 86	G02934	Federal	RT	12/1/1974	2,500	SPN Res	100.0%	TERMIN	
WD 86	G04243	Federal	RT	1/1/1980	2,500	Fieldwood En Off	100.0%	TERMIN	
WD 86	G04243	Federal	OP 1	1/1/1980	2,500	Fieldwood En Off	100.0%	TERMIN	
WD 86	G04243	Federal	OP 2	1/1/1980	2,500	Fieldwood En Off	100.0%	TERMIN	
WD 86	G04243	Federal	OP 3	1/1/1980	2,500	Fieldwood En Off	100.0%	TERMIN	
WD 90	G01089	Federal	OP 3	6/1/1962	5,000	Fieldwood En	18.8%	PROD	[1]
SP 42	SL03011	SL- LA	WI	-	-	-	100.0%	SOP	
-	14519	SL - TX	WI	-	-	-	50.0%	UNIT	
-	14520	SL - TX	WI	-	-	-	50.0%	UNIT	
-	14914	SL - TX	WI	-	-	-	65.6%	UNIT	
SP 42	SL16869	SL- LA	WI	-	-	-	100.0%	PROD	
BS 45	SL19051	SL- LA	ORRI	8/9/2006		Southern Oil of Louisiana	0.2%	UNIT	
BS 53	SL3770	SL- LA	WI				50.0%	RELEASED	
-	SL17072	SL- LA	WI	-	-	-	37.8%	ACTIVE	
-	SL18287	SL- LA	WI	-	-	-	44.2%	-	
-	SL19266	SL- LA	WI	-	-	-	17.3%	ACTIVE	
-	42450	SL- LA	WI	-	-	Fieldwood Onshore	62.5%	TERMINATED	
-	490100	SL- LA	WI	-	-	SandRidge Exploration & Production	100.0%	SCOPING	
-	JMB Partnership	Onshore		2/6/2019			100.0%	-	
-	JMB	Onshore		2/25/2018			100.0%	-	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note <sup>2</sup>
	Partnership								
-	Richardson A Caffery et al	Onshore		2/1/2016			100.0%	-	
-	Caroline Baker Trust No 1	Onshore		1/22/2016			100.0%	-	
-	111650	SL-TX				Osprey Petroleum Co, Inc	7%	ACTIVE	
-	115727	SL-TX				Osprey Petroleum Co, Inc	100%	ACTIVE	
-	114988	SL-TX				Osprey Petroleum Co, Inc	100%	ACTIVE	
-	19334	SL-TX	WI	-	-	Elliott Oil & Gas Operating	75%	INJECTION	
-	136449	SL-TX	WI	-	-	TR Offshore, LLC	7%	ACTIVE	
-	09061	SL-TX	WI	-	-	Landon Browning	33%	TERMINATED	
-	168986	SL-TX	WI	-	-	Fieldwood Onshore	100%	TERMINATED	
-	189098	SL-TX	WI	-	-	Fieldwood Onshore	100%	TERMIN	
-	206882	SL-TX	WI	-	-	Fieldwood Onshore	100%	TERMINATED	

**Abandoned Properties ROW**

SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE	NOTE <sup>1</sup>
7912	Fieldwood Energy, LLC	EB	160	A	HI	A582	SSTI	12	GAS	Out of Service	G08528	G02647	
7923	Fieldwood Energy, LLC	EB	165	A	HI	A 582	30 SSTI	12	GAS	Active	G08536	G06280	
10301	Bandon Oil and Gas, LP	EC	332	A	EC	330	08 SSTI	6	OIL	Out of Service	G14699	G09478	
44	Fieldwood Energy, LLC	EI	175	C	EI	176	12" SSTI	8	OIL	Out of Service	G13445	00438	
1128	Fieldwood Energy, LLC	EI	330	flanged end	EI	306	14-inch SSTI	14	OIL	Out of Service	G02139A	G02115	
7943	Fieldwood Energy, LLC	EI	342	C	EI	327	08 SSTI	4	OIL	Out of Service	G08541	G02319	
18493	Fieldwood Energy, LLC	EI	342	C	EI	343	SSTI	6	GAS	Out of Service	G29108	G02319	
19960	Fieldwood Energy LLC	EI	342	C	EI	342	Blind Flange	6	OIL	Out of Service	G29471	G02319	
11923	Fieldwood Energy, LLC	EI	53	C	EI	64	22 SSTI	10	G/C	Out of Service	G20539	00479	
9211	Fieldwood Energy, LLC	EI	53	B	EI	64	22 SSTI	6	G/C	Partial Abandon	G12373	00479	
15298	Fieldwood Energy, LLC	GA	210	B	GA	239	12 SSTI	8	G/C	Active	G26931	G25524	
16077	Fieldwood Energy, LLC	HI	130	#2	HI	165	8-inch SSTI	8	BLGH	Partial Abandon	G28284	G25579	[1]
15401	Fieldwood Energy, LLC	HI	A 341	B	HI	A 340	30" SSTI	812	G/C	Active	G26938	G25605	
6669	Fieldwood Energy, LLC	HI	A 376	A	HI	A 356	12 SSTI	10	GAS	Out of Service	G05238	G02754	
6669	Fieldwood Energy LLC	HI	A 376	Platform A	HI	A 356	12 SSTI W/PSN 10882	10	GAS	Out of Service	G05238	G02754	
7684	Fieldwood Energy, LLC	HI	A 550	A	HI	A 568	20 SSTI	10	GAS	Out of Service	G08276	G04081	
6340	Fieldwood Energy, LLC	HI	A 568	Subsea Valve	HI	A 539	20 SSTI	20	G/C	Out of Service	G04974	G04081	
5470	Fieldwood	HI	A 356	Valve	HI	A 343	HIOS	12	GAS	Out of	G04050	G02754	

[1] Lease carries \$0 liability.

SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE	NOTE <sup>1</sup>
	Energy, LLC									Service			
10882	Fieldwood Energy, LLC	HI	A356	10SST	HI	A356	12SSTI	12	GAS	Out of Service	G04051	G02754	
6504	Fieldwood Energy, LLC	HI	A595	D	HI	573	B	8	OIL	Out of Service	G28525	G02721	
14304	Fieldwood Energy, LLC	MP	101	SSTI Manifold	MP	102	Plat A	8	BLKG	Partial Abandon	G24687	G22792	
15810	Fieldwood Energy Offshore LLC	MP	29	Well No. 1	MP	118	Platform A	6	BLKG	Out of Service	G28216	G27196	[1]
15818	Fieldwood Energy Offshore LLC	MP	77	A	MP	151	18"SSTI	8	GAS	Out of Service	G28221	G04481	
4733	Fieldwood Energy Offshore LLC	SM	142	A	SM	127	24 SSTI	10	G/C	Out of Service	G03441	G01216	
15106	Fieldwood Energy Offshore LLC	SM	146	B	SM	147	A	6	BLKG	Out of Service	G26837	G09546	
15107	Fieldwood Energy, LLC	SM	146	B	SM	147	A	4	BLKG	Out of Service	G26838	G09546	
15108	Fieldwood Energy, LLC	SM	147	A	SM	146	B	2	LIFT	Out of Service	G26839	G09546	
19363	Fieldwood Energy Offshore LLC	SM	147	A	SM	130	12 SSTI	6	BLKO	Out of Service	G14093	G06693	
19363	Fieldwood Energy Offshore LLC	SM	147	A	SM	130	12 SSTI	6	BLKO	Out of Service	G29316	G06693	
10977	Fieldwood Energy, LLC	SM	268	A	SM	280	#03	3	BLKG	Out of Service	G28756	G14456	
17499	Fieldwood Energy, LLC	SM	269	B	SM	268	A	10	GAS	Out of Service	G28484	G02311	
13642	Fieldwood Energy, LLC	SM	280	H	SM	268	A	10	BLKG	Permitted for Abandonme nt	G28758	G14456	
5427	Fieldwood Energy, LLC	SM	281	E	SM	268	A	12	SPLY	Out of Service	G02817	G02600	
5429	Fieldwood Energy, LLC	SM	281	C	SM	281	12 SSTI	10	SPLY	Out of Service	G02817	G02600	



SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE	NOTE <sup>1</sup>
6512	Fieldwood Energy, LLC	SM	281	C	SM	268	D	10	BLKO	Out of Service	G29131	G02600	
10268	Fieldwood Energy SP LLC	SP	60	A	SP	6	F/S	10	OIL	Out of Service	G14679	G02137	
20050	Fieldwood Energy, LLC	SS	168	SSTI	SS	168	SSTI	6		Proposed	G28788	00820	
6748	Fieldwood Energy, LLC	SS	169	C Platform	SS	169	18-inch SSTI	6	OIL	Out of Service	G09322	00820	
12778	Fieldwood Energy, LLC	SS	189	A	SS	185	26"SSTI	8	G/C	Out of Service	G22139	G04232	
1138	Fieldwood Energy, LLC	SS	204	A	SS	207	A	6	G/O	Out of Service	G13491	G01520	
1137	Fieldwood Energy, LLC	SS	207	A Platform	SS	204	A	4	GAS	Out of Service	G13489	G01523	
1147	Fieldwood Energy, LLC	SS	207	A	SS	208	F-Pump	12	OIL	Out of Service	G13492	G01523	
17775	Fieldwood Energy, LLC	SS	253	C	SS	208	F-Pump	4	OIL	Out of Service	G01691C	G01031	
18094	Bandon Oil and Gas, LP	ST	195	B	ST	196	SSTI	6	G/C	Permitted for Abandonme nt Approved	G29005	G03593	
11107	Bandon Oil and Gas, LP	ST	196	06-inch SSTI	SS	208	F	6	OIL	Permitted for Abandonme nt Approved	G05120	G03593	
13720	Fieldwood Energy, LLC	VK	340	8"SSTI	VK	251	A	8	BLGH	Active	G28221	G04481	
13193	Bandon Oil and Gas, LP	VR	196	A	VR	206	12 SSTI	8	G/C	Out of Service	G22418	G19760	
18591	Fieldwood Energy, LLC	VR	196	A	VR	215	A	4	BLKO	Out of Service	G29137	G19760	
18588	Fieldwood Energy, LLC	VR	215	A	VR	196	A	4	GAS	Active	G29136	G19760	
17090	Fieldwood Energy, LLC	VR	261	A	VR	265	A	8	BLKO	Out of Service	G28347	G03328	
14609	Fieldwood Energy, LLC	VR	272	"A"	VR	250	8" SSTI	4	OIL	Out of Service	G25384	G23829	
14277	Fieldwood Energy, LLC	VR	272	A	SM	116	20" SSTI	10	G/C	Out of Service	G25288	G23829	
5440	Fieldwood	VR	313	B	VR	313	20 SSTI	10	GAS	Out of	G04044	G01172	

SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE	NOTE <sup>1</sup>
	Energy Offshore LLC									Service			
15136	Fieldwood Energy, LLC	VR	313	B	VR	313	6" SSTI	6	OIL	Out of Service	G03879	G01172	
4289	Fieldwood Energy Offshore LLC	WC	485	A	WC	509	GP	12	GAS	Out of Service	G02122E	G02220	
14251	Fieldwood Energy Offshore LLC	WC	72	#1	WC	65	JA	4	BLKG	Out of Service	G25275	G23735	
16088	Fieldwood Energy, LLC	WD	122	A	WD	105	E	6	GAS	Out of Service	G28289	G13645	
16089	Fieldwood Energy, LLC	WD	122	A	WD	105	E	3	OIL	Out of Service	G28290	G13645	
15960	Fieldwood Energy, LLC	WD	90	A	WD	73	SSTI	4	OIL	Out of Service	G28260	G01089	
18649	Fieldwood Energy, LLC	VK	826	A	VK	962	UTA	4	UBEH	Out of Service	G29151	G15441	
18904	Fieldwood Energy, LLC	VK	826	A	VK	917	SUTA	1	UMB	Out of Service	G29151	G15441	
18648	Fieldwood Energy, LLC	VK	962	PLET	VK	826	A-Nep Spar	6	SERV	Active	G29151	G15441	
14906	Fieldwood Energy, LLC	VK	962	SSW #1	VK	826	A Nep Spar	6	BLKO	Out of Service	G25481	G15441	
14907	Fieldwood Energy, LLC	VK	962	SSW#1	VK	826	A	10	CSNG	Out of Service	G25481	G15441	

### **Abandoned Properties RUE**

Area	Block No.	Structure	Complex ID No.	Authority No.	FW Lease	Operator	Approval Date	Associated Assets
EI	63	A	21515	G30244	00425	Fieldwood Energy Offshore LLC	12/02/13	EI 63 002,003, EI 62 and 005, 006, 008, 009, 010 and 011
EI	63	B	21515	G30244	00425	Fieldwood Energy Offshore LLC	12/02/13	Production from EI 63 A
EI	63	C-QTR	21515	G30244	00425	Fieldwood Energy Offshore LLC	12/02/13	Production from EI 63 A
SM	146	B	1663	G30248	G09546	Fieldwood Energy Offshore LLC	08/21/13	SM 139 B001 & B002
SM	147	A	23389	G30200	G06693	Fieldwood Energy Offshore LLC	09/12/13	SM 139 B001, B002 & B002D
WD	86	A	22593	G30173	G04243	Fieldwood Energy Offshore LLC	06/20/13	WD 86 B001, B002 & B005
VK	826	A-Neptune Spar	24235	G30353	G15441	Fieldwood Energy LLC	07/03/18	VK 917 SS001 & VK 962 SS001

**Exhibit F**  
**Plan Release Provisions**

**Definitions:**

***Exculpated Parties*** means collectively, and in each case in their capacities as such during the Chapter 11 Cases (a) the Debtors, (b) the Post-Effective Date Debtors, (c) FWE I, (d) the DIP Agent and DIP Lenders under the DIP Facility, (e) the Prepetition FLFO Secured Parties, (f) the Consenting Creditors, (g) the Prepetition FLFO Collateral Agent, (h) the Prepetition FLTL Administrative Agent, (i) the Prepetition SLTL Agent, (j) the Creditors' Committee and the current and former members of the Creditors' Committee (solely in their capacities as such), (k) NewCo and all of its subsidiaries (including the Credit Bid Purchaser), (l) the Exit Facility Agents, (m) the Exit Facility Lenders, (n) the Second Lien Backstop Parties, (o) the ERO Backstop Parties, (p) the Apache PSA Parties, and (q) with respect to each of the foregoing Persons in clauses (a) through (p) each of their current and former affiliates, and each such Entity's and its current and former affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their current and former officers, members, managers, directors, equity holders (regardless of whether such interests are held directly or indirectly), principals, members, employees, agents, managed accounts or funds, management companies, fund advisors, investment advisors, advisory board members, financial advisors, partners (including both general and limited partners), attorneys, accountants, investment bankers, consultants, representatives and other professionals, such Persons' respective heirs, executors, estates, and nominees, in each case in their capacity as such, and any and all other persons or entities that may purport to assert any cause of action derivatively, by or through the foregoing entities.

***Released Parties*** means, collectively, (a) the Debtors, (b) the Post-Effective Date Debtors, (c) the DIP Agent and DIP Lenders under the DIP Facility, (d) the Prepetition FLFO Secured Parties, (e) the Consenting Creditors, (f) the Prepetition FLFO Collateral Agent, (g) the Prepetition FLTL Administrative Agent, (h) the Prepetition SLTL Agent, (i) the Creditors' Committee and the current and former members of the Creditors' Committee (solely in their capacities as such), (j) NewCo and all of its subsidiaries (including the Credit Bid Purchaser), (k) the Exit Facility Agents, (l) the Exit Facility Lenders, (m) the Second Lien Backstop Parties, (n) the ERO Backstop Parties, (o) the Apache PSA Parties, and (p) with respect to each of the foregoing Persons in clauses (a) through (o), each of their current and former affiliates, and each such Entity's and its current and former affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their current and former officers, members, managers, directors, equity holders (regardless of whether such interests are held directly or indirectly), principals, members, employees, agents, managed accounts or funds, management companies, fund advisors, investment advisors, advisory board members, financial advisors, partners (including both general and limited partners), attorneys, accountants, investment bankers, consultants, representatives and other professionals, such Persons' respective heirs, executors, estates, and nominees, in each case in their capacity as such, and any and all other persons or entities that may purport to assert any cause of action derivatively, by or through the foregoing entities.

**Releasing Parties** means collectively, (a) the holders of all Claims or Interests that vote to accept the Plan, (b) the holders of all Claims or Interests whose vote to accept or reject the Plan is solicited but that do not vote either to accept or to reject the Plan, (c) the holders of all Claims or Interests that vote, or are deemed, to reject the Plan but do not opt out of granting the releases set forth herein, (d) the holders of all Claims and Interests that were given notice of the opportunity to opt out of granting the releases set forth herein but did not opt out, and (e) the Released Parties (even if such Released Party purports to opt out of the releases set forth herein).

**Provisions:**

**10.6 Plan Injunction.**

(a) Except as otherwise provided in the Plan or in the Confirmation Order, from and after the Effective Date, all Persons who have held, hold, or may hold Claims or Interests, and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, are, with respect to any such Claim or Interest, permanently enjoined after the entry of the Confirmation Order from: (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative, or other forum) against or affecting, directly or indirectly, a Debtor, a Post-Effective Date Debtor, or an Estate or the property of any of the foregoing, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (i) or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering in any manner or by any means, whether directly or indirectly, any judgment, award, decree, or order against a Debtor, a Post-Effective Date Debtor, or an Estate or its property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (ii) or any property of any such transferee or successor; (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against a Debtor, a Post-Effective Date Debtor, or an Estate or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this subsection (iii) or any property of any such transferee or successor; (iv) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan to the full extent permitted by applicable law; and (v) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan; *provided*, that nothing contained in the Plan shall preclude such Persons who have held, hold, or may hold Claims against, or Interests in, a Debtor, a Post-Effective Date Debtor, or an Estate from exercising their rights and remedies, or obtaining benefits, pursuant to and consistent with the terms of the Plan.

(b) By accepting distributions pursuant to the Plan, each holder of an Allowed Claim or Interest shall be deemed to have affirmatively and specifically consented to be bound by the Plan, including the injunctions set forth in Section 10.6 of the Plan.

10.7 Releases.

(a) RELEASES BY THE DEBTORS. AS OF THE EFFECTIVE DATE, EXCEPT FOR THE RIGHTS AND REMEDIES THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN, THE CONFIRMATION ORDER, THE OBLIGATIONS CONTEMPLATED BY THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE APACHE DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE CREDIT BID PURCHASE AGREEMENT, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENTS, THE EXIT FACILITY DOCUMENTS, AND THE RESTRUCTURING TRANSACTIONS, ON AND AFTER THE EFFECTIVE DATE, THE RELEASED PARTIES WILL BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED, BY THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, AND THE ESTATES, IN EACH CASE ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, AND REPRESENTATIVES AND ANY AND ALL OTHER PERSONS THAT MAY PURPORT TO ASSERT ANY CAUSE OF ACTION DERIVATIVELY, BY OR THROUGH THE FOREGOING PERSONS, FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, AND CAUSES OF ACTION, LOSSES, REMEDIES, OR LIABILITIES WHATSOEVER (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, OR THE ESTATES), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ACCRUED OR UNACCRUED, EXISTING OR HEREINAFTER ARISING, WHETHER IN LAW OR EQUITY, WHETHER SOUNDING IN TORT OR CONTRACT, WHETHER ARISING UNDER FEDERAL OR STATE STATUTORY OR COMMON LAW, OR ANY OTHER APPLICABLE INTERNATIONAL, FOREIGN, OR DOMESTIC LAW, RULE, STATUTE, REGULATION, TREATY, RIGHT, DUTY, REQUIREMENTS OR OTHERWISE THAT THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, THE ESTATES, OR THEIR AFFILIATES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE CHAPTER 11 CASES, THE RESTRUCTURING, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE POST-EFFECTIVE DATE DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING OF CLAIMS AND INTERESTS BEFORE OR DURING THE CHAPTER 11 CASES, THE NEGOTIATION, FORMULATION, PREPARATION, OR CONSUMMATION OF THE PLAN, THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE CREDIT BID PURCHASE AGREEMENT, THE EXIT FACILITY DOCUMENTS, THE APACHE



DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENTS, THE DECOMMISSIONING AGREEMENT, OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS RELATING THERETO, OR THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, IN ALL CASES BASED UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE.

ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN SECTION 10.7(a) OF THE PLAN (the "DEBTOR RELEASES"), WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE DEBTOR RELEASES ARE: (I) IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, (II) ESSENTIAL TO THE CONFIRMATION OF THE PLAN, (III) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE RELEASED CLAIMS RELEASED BY THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS AND THE ESTATES, (IV) IN THE BEST INTERESTS OF THE DEBTORS, THE ESTATES AND ALL HOLDERS OF CLAIMS AND INTERESTS, (V) FAIR, EQUITABLE AND REASONABLE, (VI) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND (VII) A BAR TO ANY OF THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, OR THE ESTATES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE DEBTOR RELEASE.

(b) RELEASES BY HOLDERS OF CLAIMS AND INTERESTS. AS OF THE EFFECTIVE DATE, EXCEPT FOR THE RIGHTS AND REMEDIES THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN, THE CONFIRMATION ORDER, THE OBLIGATIONS CONTEMPLATED BY THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE APACHE DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE CREDIT BID PURCHASE AGREEMENT, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENT, THE EXIT FACILITY DOCUMENTS, AND THE RESTRUCTURING TRANSACTIONS, ON AND AFTER THE EFFECTIVE DATE, THE RELEASED PARTIES WILL BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED BY THE RELEASING PARTIES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, AS SUCH LAW MAY BE EXTENDED SUBSEQUENT TO THE EFFECTIVE DATE BY THE RELEASING PARTIES, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, OR THEIR ESTATES, INCLUDING ANY CAUSES OF ACTION ARISING UNDER CHAPTER 5 OF

THE BANKRUPTCY CODE), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ASSERTED OR UNASSERTED, ACCRUED OR UNACRUED, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT, OR OTHERWISE BY STATUTE, WHETHER ARISING UNDER FEDERAL OR STATE, STATUTORY OR COMMON LAW, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS, OR ANY OTHER APPLICABLE INTERNATIONAL, FOREIGN, OR DOMESTIC LAW, RULE, STATUTE, REGULATION, TREATY, RIGHT, DUTY, REQUIREMENT OR OTHERWISE, THAT THE RELEASING PARTIES OR THEIR ESTATES, AFFILIATES, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS, MANAGERS, ACCOUNTANTS, ATTORNEYS, REPRESENTATIVES, CONSULTANTS, AGENTS, AND ANY OTHER PERSONS CLAIMING UNDER OR THROUGH THEM WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, OR THEIR ESTATES, THE CHAPTER 11 CASES, THE RESTRUCTURING, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE POST-EFFECTIVE DATE DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS OR INTERACTIONS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING, THE RESTRUCTURING OF ANY CLAIMS OR INTERESTS BEFORE OR DURING THE CHAPTER 11 CASES, THE NEGOTIATION, FORMULATION, PREPARATION, OR CONSUMMATION OF THE PLAN, THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE CREDIT BID PURCHASE AGREEMENT, THE EXIT FACILITY DOCUMENTS, THE APACHE DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENT, THE DECOMMISSIONING AGREEMENTS OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS, RELATING THERETO, OR THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, IN ALL CASES BASED UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCES TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE.

ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN SECTION 10.7(B) OF THE PLAN (THE "THIRD-PARTY RELEASE"), WHICH INCLUDES, BY REFERENCE, EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND, FURTHERMORE, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD-PARTY RELEASE IS (I) CONSENSUAL, (II) ESSENTIAL TO THE CONFIRMATION OF THE PLAN, (III) GIVEN IN EXCHANGE FOR THE GOOD,

VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, (IV) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD-PARTY RELEASE, (V) IN THE BEST INTERESTS OF THE DEBTORS AND THEIR ESTATES, (VI) FAIR, EQUITABLE AND REASONABLE, (VII) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND (VIII) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD-PARTY RELEASE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION 10.7(B) OF THE PLAN, NO PARTY SHALL BE RELEASED TO THE EXTENT SUCH RELEASE WOULD IMPAIR THE DECOMMISSIONING SECURITY OR THE APACHE PSA PARTIES' ABILITY TO DRAW ON THE DECOMMISSIONING SECURITY, IN ANY RESPECT. FOR THE AVOIDANCE OF DOUBT, ANY AND ALL CLAIMS THE APACHE PSA PARTIES MAY HAVE AGAINST FWE I RELATED TO THE DECOMMISSIONING AGREEMENT ARISING POST-EFFECTIVE DATE AND ANY SECURITY OBTAINED, PROVIDED, OR PLEDGED IN CONNECTION WITH THE DECOMMISSIONING AGREEMENT WILL BE PRESERVED AND ANY AND ALL CLAIMS FWE I MAY HAVE AGAINST THE APACHE PSA PARTIES RELATED TO THE DECOMMISSIONING AGREEMENT ARISING POST-EFFECTIVE DATE AND THE DECOMMISSIONING SECURITY WILL BE PRESERVED.

(c) *Release of Liens.* Except as otherwise specifically provided in the Plan (including all Liens securing the FLFO Claims or the First Lien Exit Facility) or in any contract, instrument, release, or other agreement or document contemplated under or executed in connection with the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is secured and Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the estates shall be fully released and discharged, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Post-Effective Date Debtors and their successors and assigns, in each case, without any further approval or order of the Bankruptcy Court and without any action or filing being required to be made by the Debtors. For the avoidance of doubt, all liens and encumbrances on, interests in, and claims against the Legacy Apache Properties (as defined in the Apache Term Sheet) and the other FWE I Assets (as defined in Part A of Schedule I of the Plan of Merger) held by the Prepetition FLFO Secured Parties, Prepetition FLTL Lenders, and Prepetition SLTL Lenders shall be released, discharged, and of no further force or effect as of the Effective Date.

#### 10.8 *Exculpation.*

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE RIGHTS THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN, THE CONFIRMATION ORDER AND THE OBLIGATIONS CONTEMPLATED BY THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE APACHE DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE FIRST LIEN EXIT FACILITY

COMMITMENT LETTER, THE CREDIT BID PURCHASE AGREEMENT, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EXIT FACILITY DOCUMENTS, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENT, AND THE RESTRUCTURING TRANSACTIONS, NO EXCULPATED PARTY WILL HAVE OR INCUR, AND EACH EXCULPATED PARTY WILL BE RELEASED AND EXCULPATED FROM, ANY CLAIM, OBLIGATION, SUIT, JUDGMENT, DAMAGE, DEMAND, DEBT, RIGHT, REMEDY LOSS, LIABILITY AND CAUSE OF ACTION IN CONNECTION WITH OR ARISING OUT OF THE ADMINISTRATION OF THE CHAPTER 11 CASES; THE NEGOTIATION AND PURSUIT OF THE DIP FACILITY, THE CREDIT BID PURCHASE AGREEMENT, THE NEW MONEY INVESTMENT, THE EXIT FACILITY DOCUMENTS, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENT, THE APACHE DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE DISCLOSURE STATEMENT, THE RESTRUCTURING, THE PLAN (INCLUDING THE PLAN SUPPLEMENT), AND ALL DOCUMENTS RELATING TO THE FOREGOING, OR THE SOLICITATION OF VOTES FOR, OR CONFIRMATION OF, THE PLAN; THE FUNDING OF THE PLAN; THE OCCURRENCE OF THE EFFECTIVE DATE; THE ADMINISTRATION OF THE PLAN OR THE PROPERTY TO BE DISTRIBUTED UNDER THE PLAN; THE ISSUANCE OF SECURITIES UNDER OR IN CONNECTION WITH THE PLAN; THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE POST-EFFECTIVE DATE DEBTORS; OR THE TRANSACTIONS IN FURTHERANCE OF ANY OF THE FOREGOING; OTHER THAN CLAIMS OR CAUSES OF ACTION ARISING OUT OF OR RELATED TO ANY ACT OR OMISSION OF AN EXCULPATED PARTY THAT CONSTITUTES INTENTIONAL FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE AS DETERMINED BY A FINAL ORDER, BUT IN ALL RESPECTS SUCH PERSONS WILL BE ENTITLED TO REASONABLY RELY UPON THE ADVICE OF COUNSEL WITH RESPECT TO THEIR DUTIES AND RESPONSIBILITIES PURSUANT TO THE PLAN. THE EXCULPATED PARTIES HAVE ACTED IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE WITH REGARD TO THE SOLICITATION OF THE PLAN AND, THEREFORE, ARE NOT, AND ON ACCOUNT OF SUCH DISTRIBUTIONS WILL NOT BE, LIABLE AT ANY TIME FOR THE VIOLATION OF ANY APPLICABLE LAW, RULE, OR REGULATION GOVERNING THE SOLICITATION OF ACCEPTANCES OR REJECTIONS OF THE PLAN OR SUCH DISTRIBUTIONS MADE PURSUANT TO THE PLAN. THE EXCULPATION WILL BE IN ADDITION TO, AND NOT IN LIMITATION OF, ALL OTHER RELEASES, INDEMNITIES, EXCULPATIONS, AND ANY OTHER APPLICABLE LAW OR RULES PROTECTING SUCH EXCULPATED PARTIES FROM LIABILITY.

#### **10.9 INJUNCTION RELATED TO RELEASES AND EXCULPATION.**

The Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or entity, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, or liabilities released

pursuant to the Plan, including the claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities released or exculpated in the Plan or the Confirmation Order.

**Exhibit G**  
**Credit Bid Purchase Agreement**



**PURCHASE AND SALE AGREEMENT**

**AMONG**

**FIELDWOOD ENERGY LLC**

**AND**

**ITS AFFILIATES SIGNATORY HERETO**

**AS SELLERS**

**AND**

[\_\_\_\_\_]

**AS BUYER**

**DATED**

[\_\_\_\_\_] [\_\_\_\_], 2021

**[DISCLAIMER: This is a proposed form purchase agreement only, and not an offer that can be accepted. Until the authorized representatives of the Sellers and Buyer agree to and execute a definitive agreement, neither the Sellers nor Buyer has any obligation (legal or otherwise) to conclude a transaction. Unless included in a definitive agreement, communications (written or oral) shall not create any obligations whatsoever on the Sellers or Buyer and no person, including any recipient of this proposed form, may rely on them as the basis for taking or foregoing any action or opportunity or for incurring any costs. Further, this proposed form purchase agreement may be amended and/or modified in its entirety to provide for the 363 Credit Bid Transaction in the circumstances contemplated by, and subject to any consents required by, Section 5.2(c) of the Plan.]**

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<sup>1</sup> **Note to Draft:** Exhibits are subject to ongoing review and comment by Buyer and are subject to change in all respects.



<b><u>Exhibit</u></b>	<b><u>Title</u></b>
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### **SCHEDULE LIST**

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[End of Table of Contents]

## PURCHASE AND SALE AGREEMENT<sup>2</sup>

This Purchase and Sale Agreement (this “**Agreement**”) is made as of [\_\_\_\_\_] [\_\_\_\_], 2021 (the “**Execution Date**”) by and among (a) Fieldwood Energy LLC, a Delaware limited liability company (“**Fieldwood**”), Fieldwood Energy Inc., a Delaware corporation, Dynamic Offshore Resources NS, LLC, a Texas limited liability company, Fieldwood Energy Offshore LLC, a Delaware limited liability company, Fieldwood Onshore LLC, a Delaware limited liability company, Fieldwood SD Offshore LLC, a Delaware limited liability company, Fieldwood Offshore LLC, a Delaware limited liability company, Bandon Oil and Gas GP, LLC, a Delaware limited liability company, Bandon Oil and Gas, LP, a Delaware limited partnership, Fieldwood Energy SP LLC, a Louisiana limited liability company, Galveston Bay Pipeline LLC, a Delaware limited liability company, and Galveston Bay Processing LLC, a Delaware limited liability company, (b) subject to Section 1.5, FW GOM Pipeline, Inc., a Delaware corporation (“**FW GOM Pipeline**”), and GOM Shelf LLC, a Delaware limited liability company (“**GOM Shelf**” and each of the other entities specified in clauses (a) and (b), a “**Seller**” and collectively the “**Sellers**”), and (c) [\_\_\_\_\_] [\_\_\_\_], a [Delaware limited liability company] (“**Buyer**”), and [\_\_\_\_\_] [\_\_\_\_], [a Delaware limited liability company and a wholly-owned subsidiary of Buyer] (“**Buyer 2**”). The Sellers, Buyer and Buyer 2 may be referred to individually as a “**Party**” or collectively as the “**Parties**.” Capitalized terms used in this Agreement have the meanings referenced in **Annex I** to this Agreement.

## RECITALS

A. The Sellers desire to sell, and Buyer desires to purchase, all of the Acquired Interests on the terms and subject to the conditions set forth below.

B. On August 3, 2020 and August 4, 2020, the Sellers (collectively, the “**Debtors**”) filed voluntary petitions (the “**Bankruptcy Cases**”) under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (as amended from time to time, the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “**Bankruptcy Court**”).

C. [Buyer has provided to the Sellers at or prior to the execution of this Agreement a copy of a fully executed and effective direction letter (the “**Direction Letter**”) causing to be delivered at Closing such portion of the **[Obligations]** (as defined in the Credit Agreement) as is necessary to allow for payment of the Credit Bid and Release.]<sup>3</sup>

D. Pursuant to the Plan, and as consideration for the transactions contemplated by the Direction Letter, each holder of Allowed FLTL Secured Claims (as defined in the Plan) will receive its pro rata portion (as determined pursuant to the Plan and the Confirmation Order) of (a) on the Effective Date, the Credit Bid and Release New Equity Interests and (b) if and when issuable

<sup>2</sup> Note to Draft: Subject to review by Administrative Agent.

<sup>3</sup> Note to Draft: Subject to review by Administrative Agent.

pursuant to the Plan, Confirmation Order, or any other order entered by the Bankruptcy Court, the Credit Bid and Release Rights.

E. Upon the terms and subject to the conditions set forth herein, the Parties intend to effectuate the transactions contemplated by this Agreement through a sale of the Acquired Interests pursuant to Sections 105, 363, 365, 1123(a)(5)(D), 1129, 1141 and 1146 of the Bankruptcy Code, and Rules 4001, 6004, 6006 and 3020 of the Federal Rules of Bankruptcy Procedure of the Bankruptcy Code (as amended from time to time, the “**Bankruptcy Rules**”).

F. The execution and delivery of this Agreement and the Sellers’ ability to consummate the transactions contemplated by this Agreement are subject to, among other things, the Bankruptcy Court’s entry of the Confirmation Order.

## AGREEMENT

In consideration of the recitals above, the provisions below and other good and valuable cause and consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer, Buyer 2 and the Sellers agree as follows:

### ARTICLE I PURCHASE AND SALE

1.1 Purchase and Sale. Subject to the provisions hereof and the entry of the Confirmation Order, Buyer agrees to purchase and accept from the Sellers and the Sellers agree to sell, assign, convey, transfer and deliver, or cause to be sold, assigned conveyed, transferred and delivered to Buyer at the Closing, the Acquired Interests free and clear of any and all Encumbrances (other than Permitted Encumbrances (except that the Fieldwood U.A. Interests and the JV Interests shall not be subject to any Permitted Encumbrances)); *provided* that Buyer and Buyer 2 may determine in their sole discretion that certain Fieldwood U.A. Interests and certain JV Interests may be acquired by Buyer 2 instead of by Buyer, in which case all references hereto to Buyer with respect to such Fieldwood U.A. Interests or JV Interests shall be understood to be to Buyer 2 instead of Buyer.

1.2 Acquired Interests; Assets. As used herein, the term “**Acquired Interests**” refers to (x) all of each Seller’s right, title and interest in, to, under or derived from the Co-Owned Assets excluding the FWE I Assets and the GOM Shelf Oil and Gas Properties other than the Applicable Shared Asset Interests (which Applicable Shared Asset Interests shall be “Co-Owned Assets”) and (y) all of each Seller’s right, title and interest in, to, under or derived from the Other Assets. As used herein, the term “**Assets**” means the Co-Owned Assets and Other Assets, wherever located, real, personal or mixed, tangible or intangible, known or unknown, as the same shall exist as of the Closing. As used herein, the term “**Co-Owned Assets**” means the following (*provided*, that (subject to the following provisos) Buyer may, from time to time prior to the Designation Deadline, subject to obtaining the Sellers’ prior written consent (in the Sellers’ sole discretion (it being understood that Buyer shall not add to or remove from the “Co-Owned Assets” any FWE I Asset or GOM Shelf Oil and Gas Properties provided that the foregoing shall not prevent the addition or removal of Applicable Shared Asset Interests as appropriate (which may be added or removed with the Sellers’ prior written consent))), add any assets to or remove any assets from the “Co-Owned

Assets” (and, in the event an asset is added or removed, to the extent applicable, add, modify or remove any related Liabilities to or from the “Assumed Liabilities”) and any affected Exhibit or Schedule (including **Schedule 1.3(d)**) will be updated accordingly, and if Buyer removes any asset from the “Co-Owned Assets” Buyer shall indemnify the Sellers with respect to any Liability incurred by the Sellers as a result of the removal by Buyer of any Co-Owned Asset and the retention by the Sellers of such “Co-Owned Asset”; *provided, further*, that (notwithstanding anything to the contrary in this **Section 1.2**), Buyer may not remove any assets from the “Co-Owned Assets” after the Designation Deadline):

(a) the oil and gas leases (and other agreements) described in **Part 1 of Exhibit A**, but excluding the FWE I Assets and the GOM Shelf Oil and Gas Properties (collectively, the “**Co-Owned Leases**”), including all Working Interests, Net Revenue Interests, royalty interests, overriding royalty interests, production payments, net profits interests, carried interests, reversionary interests (including rights under non-consent provisions), possibilities of reverter, conversion rights and options, fee mineral interests and other interests of every kind and character in, to, under or derived from any Co-Owned Lease or any land subject to, covered by or included within any Co-Owned Lease (except that, solely as to each of lease OCS-00786 covering South Marsh Island 48 and lease OCS-G 1609 covering South Pass 61, the interests in such lease to be conveyed hereunder are solely the overriding royalty interests held by the Sellers in such lease);

(b) (i) each Unit that includes any of the lands covered by or subject to any Co-Owned Lease (each, a “**Co-Owned Subject Unit**”), (ii) each pooling, unitization or communitization declaration, designation, agreement or order creating or modifying any Co-Owned Subject Unit (each, a “**Co-Owned Subject Unit Agreement**”) and (iii) the oil and gas leases and lands subject to, covered by or included within each Co-Owned Subject Unit;

(c) all servitudes, rights of way, easements, surface leases, subsurface agreements and similar rights and agreements related to or held for use in connection with (in each case, whether or not located on) any land subject to or covered by any Co-Owned Lease or Co-Owned Subject Unit (collectively, the “**Co-Owned Easements**”), including those described in **Part 1 of Exhibit B**;

(d) all wells (whether producing, not producing, shut-in, temporarily abandoned, injection, disposal or otherwise) owned or operated in connection with any of the Co-Owned Leases or Co-Owned Subject Units, whether or not such well is located on any land subject to or covered by any Co-Owned Lease or Co-Owned Subject Unit (collectively, the “**Co-Owned Wells**”), including those described in **Part 1 of Exhibit C** (such wells, the “**Co-Owned Scheduled Wells**”);

(e) all equipment, machinery, structures, fixtures, inventory, vehicles, rolling stock, improvements and other movable property related to, used or held for use in connection with or held as inventory in connection with (in each case, whether or not located on) any Co-Owned Lease, Co-Owned Subject Unit, Co-Owned Easement, lands covered by or subject to any Co-Owned Lease, Co-Owned Subject Unit or Co-Owned Easement or Co-Owned Well (including well equipment; casing; rods; tanks and tank batteries; boilers; tubing; pumps; pumping units and engines; Christmas trees; production facilities; dehydration units and facilities; heater-treaters; compressors; testing and sampling equipment; sulfur recovery units and facilities; valves; gauges;

supervisory control and data acquisition (SCADA) systems, equipment and related software; meters and other measurement equipment; flow lines; pipelines; gathering systems; processing systems or facilities; umbilicals; caissons; water systems (whether for source water, treatment, disposal, injection or otherwise); the platforms and facilities listed in **Part 1 of Exhibit D**; and all additions and accessions to, substitutions for and replacements of any of the foregoing, together with all attachments, components, parts, equipment, supplies, pipes, tools, casing, tubing, tubulars, fittings and accessories in connection with any of the foregoing), including the foregoing listed in **Part 1 of Exhibit D-1** (collectively, the “*Co-Owned Inventory*”);

(f) (i) all oil, gas, minerals, condensate, distillate, natural gasoline, natural gas liquids, plant products and other liquid or gaseous hydrocarbons and all other substances produced with any of the foregoing hydrocarbons (collectively, “*Hydrocarbons*”) (A) that are produced on, or the right to explore for which, or an interest in which, is granted pursuant to, any Co-Owned Lease, Co-Owned Subject Unit or Co-Owned Subject Unit Agreement or (B) that are located in any Co-Owned Inventory; and (ii) all proceeds from the sale of any such Hydrocarbons;

(g) all Permits (and pending applications therefor) that pertain or relate in any way to any of the Co-Owned Field Assets, including the Permits listed in **Part 1 of Exhibit E**, to the extent assignable by the Sellers to Buyer or Buyer 2, and subject to Section 6.7, all Co-Owned Assigned Contracts;

(h) all rights (including intangible and inchoate rights), Claims, rights of set-off, rights under warranties and indemnities made by prior owners, manufacturers, vendors and Third Persons or accruing under applicable statutes of limitation or prescription, insofar only as the foregoing relate or are attributable to any of the other Co-Owned Assets or to any Assumed Liabilities, including any and all Claims of any Seller against other Persons pertaining to Imbalances attributable to the Co-Owned Assets;

(i) to the extent transferable by the Sellers to Buyer at Closing without payment of a fee or other penalty to any Third Party pursuant to any Contract (unless Buyer has, prior to the Closing, separately agreed in writing to pay such fee or penalty), all seismic data (conventional, three dimensional or otherwise; whether owned or licensed; and including original field tapes) (including all such data relating to those licenses and agreements listed in **Part 1 of Exhibit F**), log cores, geological, reserve engineering and other scientific and technical information, samples, tests, reports, maps and data that relate to any of the Co-Owned Field Assets or any land on which any Co-Owned Field Asset is located (collectively, the “*Co-Owned Field Data*”);

(j) all files, records (including reservoir, production, operation, contract, land and title records; drawings, maps, plats and surveys; abstracts of title, title insurance policies, title opinions and title curative; lease, prospect, contract, division order, marketing, correspondence, operations, environmental, production, processing, accounting, Property-Related Tax, Production Tax, Transfer Tax, regulatory compliance, facility and well records and files; supplier lists and files; customer lists and files; and reports to any Governmental Authority), databases, data and other information (in each case, whether in written or electronic format) that relate to any of the other Co-Owned Assets (collectively, the “*Co-Owned Records*”);

(k) [reserved];



(l) all raw materials, work-in-process, finished goods, supplies and other inventories related to, used or held for use in connection with (in each case, whether or not located on) any Co-Owned Lease, Co-Owned Subject Unit, Co-Owned Easement or Co-Owned Well;

(m) all goodwill associated with any Co-Owned Asset; and

(n) all credits or other rights to prepaid expenses, deposits, advances, prepayments, excess or unearned premiums, costs, and other refunds attributable to any Co-Owned Assets (excluding Excluded Prepaid JOA Funds).

As used herein, the term “**Other Assets**” means the assets described in clauses (o) through (qq) below; *provided*, that, from time to time prior to the Designation Deadline, Buyer may, in its sole discretion (subject to the following provisos), (x) add any assets to the “Other Assets” or (y) remove any Other Assets from the “Other Assets” (other than (1) to add any Co-Owned Assets to, or to remove any Co-Owned Assets from, the Other Assets or (2) the assets or items set forth in clauses (z), (dd), (ff), (hh), (nn) or (oo) of this Section 1.2), and, in the event an asset is added or removed, to the extent applicable, add, modify or remove any related Liabilities to or from the “Assumed Liabilities” (and any affected Exhibit or Schedule (including Schedule 1.3(d)) will be updated accordingly); *provided, however*, that Buyer may not add or remove any FWE I Asset or GOM Shelf Oil and Gas Property; *provided, further*, that (notwithstanding anything to the contrary in this Section 1.2), Buyer may not remove any assets from the “Other Assets” after the Designation Deadline; and, *provided, further*, that Buyer may not (i) remove any assets from the “Other Assets” unless Buyer has agreed in writing to indemnify Sellers with respect to any Liability incurred by any Seller as a result of the retention by Sellers of such “Other Asset” or (ii) add any assets to the Other Assets if such addition would require a Governmental Approval (except for those which are obtained post Closing) that would reasonably be expected to materially delay the Closing); *provided, further* that Buyer may remove any such asset if Buyer increases the Cash Portion to include the amount of such Liability:

(o) the oil and gas leases (and other agreements) described in **Part 2 of Exhibit A** (collectively, the “**Other Leases**”), including all Working Interests, Net Revenue Interests, royalty interests, overriding royalty interests, production payments, net profits interests, carried interests, reversionary interests (including rights under non-consent provisions), possibilities of reverter, conversion rights and options, fee mineral interests and other interests of every kind and character in, to, under or derived from any Other Lease or any land subject to, covered by or included within any Other Lease (except that, (x) solely as to lease OCS-G 12210 covering Green Canyon 201, the interests in such lease to be conveyed hereunder exclude any record title or operating rights in the NE1/4 of Block 201, Green Canyon, (y) solely as to lease OCS-G 10794 covering Ship Shoal 301, Fieldwood's overriding royalty interest in such lease is not to be conveyed hereunder; and (z) solely as to each of OCS-G 1449 covering portions of West Delta 57, 79 and 80, OCS-G 1874 covering portions of West Delta 79 and 80 and OCS-G 1989 and OCS-G 2136 covering portions of West Delta 80, the interests in such lease to be conveyed hereunder are solely the overriding royalty interests held by the Sellers in such lease);

(p) (i) each Unit that includes any land covered by or subject to any Other Lease (each, a “**Other Subject Unit**”), (ii) each pooling, unitization or communitization declaration, designation, agreement or order creating or modifying any Other Subject Unit (each, a “**Other**

*Subject Unit Agreement*”) and (iii) the oil and gas leases and lands subject to, covered by or included within each Other Subject Unit;

(q) all servitudes, rights of way, easements, surface leases, subsurface agreements and similar rights and agreements located on (or related to or held for use in connection with (in each case, whether or not located on)) any land subject to or covered by any Other Lease or Other Subject Unit (collectively, the “*Other Easements*”), including those described in **Part 2** of **Exhibit B**;

(r) all wells (whether producing, not producing, shut-in, temporarily abandoned, injection, disposal or otherwise) owned or operated in connection with any Other Lease or Other Subject Unit, whether or not such well is located on any land subject to or covered by any Other Lease or Other Subject Unit (collectively, the “*Other Wells*”), including those described in **Part 2** of **Exhibit C** (such wells, the “*Other Scheduled Wells*”);

(s) all equipment, machinery, structures, fixtures, inventory, vehicles, rolling stock, improvements and other movable property related to, used or held for use in connection with or held as inventory in connection with (in each case, whether or not located on) any Other Lease, Other Subject Unit, Other Easement, lands covered by or subject to any Other Lease, Other Subject Unit or Other Easement or Other Well (including well equipment; casing; rods; tanks and tank batteries; boilers; tubing; pumps; pumping units and engines; Christmas trees; production facilities; dehydration units and facilities; heater-treaters; compressors; testing and sampling equipment; sulfur recovery units and facilities; valves; gauges; supervisory control and data acquisition (SCADA) systems, equipment and related software; meters and other measurement equipment; flow lines; pipelines; gathering systems; processing systems or facilities; umbilicals; caissons; water systems (whether for source water, treatment, disposal, injection or otherwise); the platforms and facilities listed in **Part 2** of **Exhibit D**; and all additions and accessions to, substitutions for and replacements of any of the foregoing, together with all attachments, components, parts, equipment, supplies, pipes, tools, casing, tubing, tubulars, fittings and accessories in connection with any of the foregoing), including the foregoing listed in **Part 2** of **Exhibit D-1** (collectively, the “*Other Inventory*”);

(t) (i) all Hydrocarbons (A) that are produced on, or the right to explore for which, or an interest in which, is granted pursuant to, any Other Lease, Other Subject Unit or Other Subject Unit Agreement or (B) that are located in any Other Inventory; and (ii) all proceeds from the sale of any such Hydrocarbons;

(u) all Permits (and pending applications therefor) that pertain or relate in any way to any of the Other Field Assets, including the Permits listed in **Part 2** of **Exhibit E**, to the extent assignable by the Sellers to Buyer or Buyer 2;

(v) all rights (including intangible and inchoate rights), Claims, rights of set-off, rights under warranties and indemnities made by prior owners, manufacturers, vendors and Third Persons or accruing under applicable statutes of limitation or prescription, insofar only as the foregoing relate or are attributable to any of the Other Assets, including any and all Claims of any Seller against other Persons pertaining to Imbalances attributable to the Other Assets;

(w) to the extent transferable by the Sellers to Buyer at Closing without payment of a fee or other penalty to any Third Party pursuant to any Contract (unless Buyer has, prior to the Closing, separately agreed in writing to pay such fee or penalty), (i) all seismic data (conventional, three dimensional or otherwise; whether owned or licensed; and including original field tapes) (including all such data relating to those licenses and agreements listed in **Part 2 of Exhibit F**), log cores, geological, reserve engineering and other scientific and technical information, samples, tests, reports, maps and data that relate to any of the Other Field Assets or any land on which any Other Field Asset is located and (ii) copies of all proprietary seismic data (conventional, three dimensional or otherwise), log cores, geological, reserve engineering and other scientific and technical information, samples, tests, reports, maps and data that relate to any of the FWE I Oil and Gas Properties or any land on which any FWE I Oil and Gas Property is located (collectively, the “**Other Field Data**”);

(x) all files, records (including reservoir, production, operation, contract, land and title records; drawings, maps, plats and surveys; abstracts of title, title insurance policies, title opinions and title curative; lease, prospect, contract, division order, marketing, correspondence, operations, environmental, production, processing, accounting, Property-Related Tax, Production Tax, Transfer Tax, regulatory compliance, facility and well records and files; supplier lists and files; customer lists and files; and reports to any Governmental Authority), databases, data and other information (in each case, whether in written or electronic format) that relate to any of the Other Assets (collectively, the “**Other Records**”);

(y) subject to Section 6.7, all of the Other Assigned Contracts;

(z) all Working Capital Assets;

(aa) all of the Sellers’ rights, title and interest as borrowers under the Prepetition FLFO Credit Agreement (as defined in the Plan) as modified to the extent set forth in the First Lien Exit Facility Documents (as defined in the Plan);

(bb) all raw materials, work-in-process, finished goods, supplies and other inventories located on (or related to, used or held for use in connection with (in each case, whether or not located on)) any Other Lease, Other Subject Unit, Other Easement or Other Well;

(cc) all goodwill associated with the Other Assets;

(dd) the Office Sublease, the Lafayette Lease Agreement, the Warehouse Lease and the Lubrizol Sublease and, in each case, the premises demised thereunder, all fixtures and appurtenances thereto, and all furniture and other personal (movable) property located therein (collectively, the “**Office Assets**”);

(ee) all credits or other rights to prepaid expenses, deposits, advances, prepayments, excess or unearned premiums, costs, and other refunds attributable to the Other Assets;

(ff) all (i) Suspense Funds and Undisbursed Revenue related to the Acquired Interests and (ii) Prepaid JOA Funds;

(gg) all futures, options, swaps and other derivatives with respect to the sale of Hydrocarbons described in clauses (f) or (t) of this Section 1.2 and novated to Buyer pursuant to Section 6.15 (the “**Hedges**”);

(hh) all assets relating to the Assumed Employee Plans (to the extent funded);

(ii) all of the Sellers’ economic analyses and pricing forecasts relating to any of the Assets;

(jj) all Transferred Intellectual Property;

(kk) all Seller IT Assets;

(ll) all Tax refunds other than those described in Section 1.3(f);

(mm) all collateral securing any bond provided for any of the Assets;

(nn) all memberships (*lidmaatschap*), including all membership rights (*lidmaatschapsrechten*) of Fieldwood U.A. held by any Seller (the “**Fieldwood U.A. Interests**”) and all shares in the capital of Fieldwood Mexico and any of its Subsidiaries (Fieldwood Mexico and its Subsidiaries, collectively, the “**Mexico JV**”) held by any Seller (the “**JV Interests**”), and all rights, interests and title in and to such Seller’s equity ownership of, and all present and future rights of such Seller as an equity holder of, Fieldwood U.A. or the Mexico JV, as applicable, both actual and contingent, including all distributions of profits, dividends, distribution of reserves, repayments of capital, liquidation or dissolution proceeds and all other distributions, payments and repayments in respect of such equity ownership and any right to receive the same, and all other rights in respect of such equity ownership under or pursuant to the organizational documents of and any equity holders’ agreement in respect of Fieldwood U.A. or the Mexico JV, as applicable;

(oo) the Specified P&A Equipment;

(pp) all proceeds recovered under the Tail Policy, but only with respect to reimbursement of D&O Indemnified Liabilities actually paid by Buyer pursuant to Section 10.12; and

(qq) all rights, claims, demands and causes of action of the Sellers relating to the Acquired Interests or the Assumed Liabilities; *provided* that this clause (qq) shall not apply with respect to or in connection with Taxes or Tax refunds.

1.3 Excluded Assets. The Assets and Acquired Interests do not include, and there is hereby expressly excepted and excluded therefrom and reserved to the Sellers, all assets and properties of each Seller and its Affiliates that are not described or otherwise identified as Acquired Interests in Section 1.2, including the following assets and properties (the “**Excluded Assets**”):

(a) all corporate, financial, legal (other than title opinions) and tax records of the Sellers, but excluding Records;

(b) other than (i) the Fieldwood U.A. Interests and the shares of capital stock or equity interests of any Person held, directly or indirectly, by Fieldwood U.A. and (ii) the JV Interests and the shares of capital stock or equity interests of any Person held, directly or indirectly, by Fieldwood Mexico and its Subsidiaries, any shares of capital stock or other equity interest held by the Sellers in any other Person;

(c) all BOEM operator numbers;

(d) all of the Sellers' right, title and interest in and to those interests, rights, properties and assets more particularly described on **Schedule 1.3(d)** as such Schedule may be amended in accordance with Section 2.6;

(e) all of the Sellers' right, title and interest in, to and under any of the FWE I Assets, other than any Applicable Shared Asset Interests added to the Co-Owned Assets or Other Assets by Buyer pursuant to the terms of Section 1.2;

(f) all Tax refunds attributable to the Retained Liabilities;

(g) all Excluded Contracts;

(h) all assets of any Employee Plan that are not Assumed Employee Plans;

(i) all Intellectual Property owned or purported to be owned by any Seller (other than Transferred Intellectual Property);

(j) all insurance policies held by the Sellers;

(k) all rights, claims, demands and causes of action of the Sellers under this Agreement;

(l) all cash held in accounts of the Sellers, other than (i) Suspense Funds, (ii) Undisbursed Revenue and (iii) Prepaid JOA Funds;

(m) any and all Claims of any Seller against other Persons pertaining to Imbalances attributable to the FWE I Assets;

(n) the Specified Excluded Receivables;

(o) all Avoidance Actions;

(p) as to each of lease OCS-G 1449 covering portions of West Delta 57, 79 and 80, OCS-G 1874 covering portions of West Delta 79 and 80, OCS-G 1989 and OCS-G 2136 covering portions of West Delta 80, OCS-00786 covering South Marsh Island 48 and lease OCS-G 1609 covering South Pass 61, any interest other than any overriding royalty interests held by the Sellers in such lease;

(q) solely as to lease OCS-G 12210 covering Green Canyon 201 any record title or operating rights (for the avoidance of doubt, not including any overriding royalty interests) in the NE1/4 of Block 201, Green Canyon; and

(r) solely as to lease OCS-G 10794 covering Ship Shoal 301, Fieldwood's overriding royalty interest in such lease.

1.4 Effective Time. The purchase and sale of the Acquired Interests shall be effective as of 7:00 am (Central Prevailing Time) on the Closing Date (the “*Effective Time*”).

1.5 Certain Sellers. The Parties agree that each of FW GOM Pipeline and GOM Shelf have executed this Agreement as Sellers solely for the purpose of selling, assigning, conveying, transferring and delivering to Buyer any Acquired Interests held by such entities as of the Closing pursuant to this Article I and the applicable Transfer Documents, and without limiting the applicability of covenants and representations to the closing conditions set forth in Article VII neither FW GOM Pipeline nor GOM Shelf makes, or shall have any obligation or liability with respect to, any other covenant or representation of the Sellers made under this Agreement or any certificate delivered pursuant hereto. For the avoidance of doubt, neither FW GOM Pipeline or GOM Shelf shall be required or obligated to sell, assign, convey, transfer or deliver to Buyer or Buyer 2 any of the GOM Shelf Oil and Gas Properties. Notwithstanding anything to the contrary, Fieldwood Energy I, GOM Shelf, and their Subsidiaries shall have no liability under this Agreement or any Ancillary Document (including, without limitation, for breach, misrepresentation, fraud, breach of warranty, or otherwise) or relating to the sale or purchase of the Acquired Interests, the operation or business of the Acquired Interests, or any other transactions contemplated by this Agreement or any Ancillary Document, except for any breach (i) by Fieldwood Energy I of its obligations pursuant to Section 3(b)(i) of the Plan of Merger (as contemplated by Section 10.12(e)) or (ii) by FW GOM Pipeline or GOM Shelf of its obligations pursuant to Sections 9.2, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.9 and, in respect of its interest in an asset which is also in part a Co-Owned Asset, 10.11.

## ARTICLE II CONSIDERATION

### 2.1 Consideration.

(a) The aggregate consideration to be paid by Buyer and Buyer 2 to the Sellers with respect to the sale to Buyer and Buyer 2 of the Acquired Interests shall consist of the following (collectively, the “*Consideration*”)<sup>4</sup>: (1) a credit bid and equivalent release of the Sellers and any guarantors (and their respective successors and assigns) from a portion of the Claims arising under the Credit Agreement, in an aggregate amount up to the FLTL Claims Allowed Amount (as defined in the Plan) (the “*Credit Bid and Release*”), (2) the Cash Portion, (3) the GUC Warrants (as such

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<sup>4</sup> Note to Draft: Aggregate Consideration to be at least \$1.03 billion, subject to adjustments with consent of the Debtors, the Required DIP Lenders and the Requisite FLTL Lenders (each as defined in the Plan).



term is defined in the Plan) and (4) Buyer's assumption of the Assumed Liabilities (including, for the avoidance of doubt, the Liabilities set forth in Section 11.1(o))<sup>5</sup>.

(b) Prior to the Closing, the Sellers and Buyer shall in good faith endeavor to agree upon the Closing Cash Amount, the Effective Date Cash Obligations and the Effective Date Cash Obligations Amount in accordance with the definitions thereof.

(c) The Parties hereby agree that, for U.S. federal income tax purposes, the assumption by Buyer of the remaining Allowed FLFO Claims (as such term is defined in the Plan) pursuant to Section 11.1(o) hereof shall be treated as if: (i) Buyer issues a debt instrument to the Sellers ("**Buyer Obligation**") with terms that are identical (with the exception of the obligor) to the terms of the Buyer Parent Debt (defined below) as additional consideration for the Acquired Interests, (ii) the Sellers deliver the Buyer Obligation to holders of Allowed FLFO Claims (as such term is defined in the Plan) (together with the FLFO Distribution Amount (as such term is defined in the Plan)) in satisfaction of their Allowed FLFO Claims (as such term is defined in the Plan), in a transaction that constitutes a "significant modification" within the meaning of Treasury Regulations Section 1.1001-3, and (iii) Buyer Parent issues the First Lien Exit Facility (as such term is defined in the Plan) (the "**Buyer Parent Debt**") to holders of Allowed FLFO Claims (as such term is defined in the Plan) in substitution of the Buyer Obligation, thereby assuming Buyer's obligation with respect to the Buyer Obligation. The parties further agree that (i) the issue price, within the meaning of Section 1273 of the Code, of the Buyer Obligation is equal to the issue price of the Buyer Parent Debt and (ii) the Sellers shall take into account for U.S. federal income tax purposes any cancellation of debt consequences under the Code, resulting from or in connection with (including as a result of the application of Treasury Regulations Section 1.1274-5, if applicable) or arising from the transactions described in this paragraph.

2.2 Allocation of Adjusted Consideration. The Parties acknowledge and agree that the Credit Bid and Release and the Cash Portion (and the Assumed Liabilities, taking into account Section 2.1(c), and other relevant items, to the extent properly taken into account under the federal income Tax principles as consideration for the Acquired Interests) shall be allocated among the Acquired Interests in accordance with Section 1060 of the Code and the Treasury Regulations thereunder (and any similar provision of state, local or non-U.S. Law, as appropriate). Buyer shall, as promptly as practicable after the Closing Date, but in no case later than one hundred twenty (120) days following the Closing Date, prepare and deliver to the Sellers a proposed allocation as described in the preceding sentence (the "**Initial Allocation**"). The Parties, for a period of no more than ninety (90) days, shall cooperate in good faith to resolve any disagreements the Sellers may have with the Initial Allocation and agree on a final allocation (the "**Final Allocation**"). The Parties agree to file all Tax Returns (including the filing of IRS Form 8594 with their U.S. federal income Tax Return for the taxable year that includes the date of the Closing) consistent with the Final Allocation unless otherwise required by applicable Law.

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<sup>5</sup> Note to Draft: Sellers to be third party beneficiaries of the Direction Letter, with the right to specifically enforce the Credit Bid and Release.

### 2.3 Consents to Assign.

(a) The Sellers shall, within five (5) Business Days after the Execution Date (to the extent not sent prior to the Execution Date), send to the holder of each Applicable Consent with respect to each Lease and any Assigned Contract that is not a 365 Contract (for which notices regarding 365 Contracts are addressed in Section 6.7) a notice seeking such holder's consent to the transactions contemplated hereby or as otherwise sufficient to permit the assignment of such Lease or Assigned Contract to Buyer or Buyer 2, as applicable, pursuant to this Agreement upon entry of the Confirmation Order. Upon request of Buyer, the Sellers shall promptly provide a reasonable update to Buyer regarding the status of requests for consents made pursuant to this Section 2.3(a).

(b) If the Sellers fail to obtain an Applicable Consent prior to Closing and (i) with respect to any Lease or Assigned Contract that is not a 365 Contract, (A) the failure to obtain such Applicable Consent would under the express terms thereof cause the assignment of the Acquired Interest affected thereby to Buyer or Buyer 2, as applicable, to be void or voidable, (B) the failure to obtain such Applicable Consent would under the express terms thereof permit the termination of such Lease or Assigned Contract under the express terms thereof upon the purported assignment of such Lease or Assigned Contract to Buyer or Buyer 2, as applicable, pursuant to this Agreement, or (C) the failure to obtain such Applicable Consent would under the express terms thereof permit a party to such Lease or Assigned Contract to impose a financial or other penalty on any Seller, Buyer or Buyer 2 or (ii) with respect to any Lease or Assigned Contract, a party holding such Applicable Consent right has objected to the assignment of the affected Acquired Interest in accordance with the terms of the relevant Applicable Consent right (each Consent as to which clause (i) or (ii) is applicable, a "**Required Consent**"), then, unless the Bankruptcy Court has entered an order approving (or in the case of clause (ii), such objection is resolved to permit) the sale and assignment of the affected Acquired Interest to Buyer or Buyer 2, as applicable, pursuant to this Agreement without obtaining such Required Consent (and without Buyer or Buyer 2 being subject to the consequences set forth in clauses (i)(A) through (i)(C) of the definition of Required Consent as a result of not obtaining such Required Consent), the Acquired Interests (or portions thereof) affected by such un-obtained Required Consent shall be excluded from the Acquired Interests to be assigned to Buyer or Buyer 2 at Closing (and shall be considered Excluded Assets hereunder) (a "**Delayed Asset**"). In the event that any such Required Consent with respect to any such Delayed Asset (or portion thereof) is obtained during the Post-Closing Consent Period (or if during the Post-Closing Consent Period the Bankruptcy Court enters an order providing that (x) such Required Consent is not required to consummate the sale and assignment of the Delayed Asset to Buyer or Buyer 2, as applicable, pursuant to this Agreement or (y) the Delayed Asset may be sold and assigned to Buyer or Buyer 2, as applicable, pursuant to this Agreement free and clear (as applicable to the sale and assignment of the Delayed Asset to Buyer or Buyer 2, as applicable, pursuant to this Agreement) of such Required Consent) (in each case of clauses (x) and (y) without Buyer or Buyer 2 being subject to the consequences set forth in clauses (i)(A) through (i)(C) of the definition of Required Consent as a result of not obtaining such Required Consent) then, (1) the Sellers shall so notify Buyer, and (2) on or prior to the tenth (10th) Business Day after the date such Required Consent is obtained or such order referred to above is entered, the Sellers shall assign such Delayed Asset (or portions thereof) that were so excluded as a result of such previously un-obtained Required Consent to Buyer or Buyer 2, as applicable, pursuant to an instrument in substantially the same form as the Assignment, Bill of

Sale and Conveyance, or the JV Assignment Agreement (in the case where the Delayed Asset is a Fieldwood U.A. Interest or a JV Interest) (and such Delayed Asset (or portions thereof) shall no longer be considered Excluded Assets hereunder) and Buyer shall assume all Assumed Liabilities with respect thereto. Notwithstanding anything to the contrary in this Agreement, without limiting any of the rights of Buyer hereunder, including those set forth in Section 7.3, (A) Buyer in its sole discretion may elect for the Sellers not to sell, transfer, convey, assign or deliver such Delayed Assets that is an Other Asset to Buyer, and (B) from and after the Closing, Buyer and the Sellers shall reasonably cooperate in a reasonable arrangement to provide Buyer or Buyer 2, as applicable, with all of the benefits of, or under, each such Delayed Asset, including enforcement (at Buyer's cost) for the benefit of Buyer or Buyer 2, if applicable, of any and all rights of the Sellers against any party with respect to such Delayed Asset arising out of the breach or cancellation with respect to such Delayed Asset by such party; *provided, further*, that (i) to the extent that any such arrangement has been made to provide Buyer or Buyer 2, as applicable, with the benefits of, under or with respect to, a Delayed Asset, from and after the Closing, Buyer shall be responsible for, and shall promptly pay and perform all payment and other obligations under such Delayed Asset for the period during which Buyer or Buyer 2, as applicable, is receiving the benefits under the applicable Delayed Asset to the same extent as if such Delayed Asset had been assigned or transferred at the Closing, and (ii) the Sellers shall (or, as to any Delayed Asset that is an Other Asset, at Buyer's request the Sellers shall) sell, transfer, convey, assign and deliver such Delayed Asset to Buyer or Buyer 2, as applicable, promptly after receipt of such Required Consent or the entry of such order referred to above with respect to such Delayed Asset; *provided* that Buyer shall so request such sale, transfer, conveyance, assignment and deliverance promptly after such receipt, unless (1) the retention of such Delayed Asset by the applicable Seller would not result in such Seller retaining an incremental Liability as compared to if such Seller had transferred such Delayed Asset to Buyer (unless Buyer provides an amount in cash to the Sellers equal to the amount of such Liabilities and/or indemnification to the Sellers for any such Liabilities) or (2) the Sellers and Buyer mutually agree not to make such sale, transfer, conveyance, assignment and deliverance of such Delayed Asset; *provided further* that from and after the date that is six (6) months after the Closing, Buyer shall have no obligation to make any such request and may elect for the Sellers to retain such Delayed Asset, in which case such Delayed Asset shall be an Excluded Asset for all purposes under this Agreement and the arrangements described in clause (B)(i) shall terminate.

(c) If the Sellers fail to obtain a Consent prior to Closing and such Consent (i) is not a Required Consent or (ii) is a Required Consent and prior to Closing the Bankruptcy Court enters an order providing that the affected Acquired Interests may be sold and assigned to Buyer or Buyer 2, as applicable, pursuant to this Agreement free and clear (as applicable to the sale and assignment of the affected Acquired Interests to Buyer pursuant to this Agreement) of such Required Consent (without Buyer or Buyer 2, as applicable, being subject to the consequences set forth in clauses (i)(A) through (i)(C) of the definition of Required Consent as a result of not obtaining such Required Consent), then, in the case of each of clauses (i) and (ii), the Acquired Interests (or portions thereof) subject to such un-obtained Consent shall nevertheless be assigned by the Sellers to Buyer at Closing as part of the Acquired Interests and Buyer shall be deemed to have assumed any and all Liabilities for the failure to obtain any such Consent as part of the Assumed Liabilities hereunder and Buyer shall have no claim against the Sellers from any Liability for the failure to obtain such Consent.

(d) Prior to Closing and until the 365th day after Closing (the “***Post-Closing Consent Period***”), with respect to any un-obtained Required Consents with respect to which the Bankruptcy Court shall not have entered an order providing that the affected Acquired Interests may be sold and assigned to Buyer or Buyer 2, as applicable, pursuant to this Agreement free and clear (as applicable to the sale and assignment of the affected Acquired Interests to Buyer or Buyer 2, as applicable, pursuant to this Agreement) of such Required Consent (without Buyer or Buyer 2, as applicable, being subject to the consequences set forth in clauses (i)(A) through (i)(C) of the definition of Required Consent as a result of not obtaining such Required Consent), the Sellers shall use their commercially reasonable efforts to obtain such Required Consents, except that such obligation of the Sellers to use their commercially reasonable efforts to obtain Required Consents shall not apply in respect of any Delayed Asset with respect to which Buyer has made the election in accordance with the final sentence of Section 2.3(b). If Buyer so requests, the Sellers shall be required to make any payments or provide other consideration in order to obtain any such Required Consent (provided that Buyer shall reimburse Sellers for any such payment made after the Closing); *provided, however*, that without the consent of Buyer, the Sellers shall not be required to incur any Liability, pay any money or provide any other consideration in order to obtain any such Consent (other than any Liability or obligation to pay money or provide consideration that has been expressly assumed by Buyer). Buyer shall use its commercially reasonable efforts (without any obligation to incur any Liability, pay money or provide any other consideration) to assist and cooperate with the Sellers in furtherance of the Sellers’ efforts pursuant to this Section 2.3(d).

(e) The Sellers shall be deemed to have obtained all Consents required in respect of the assumption and/or assignment of any Lease or Assigned Contract if (i) the Sellers have properly served under the Bankruptcy Code notice of assumption and/or assignment on the counterparty to such Lease or Assigned Contract, (ii) any objections to assumption and/or assignment of such Lease or Assigned Contracts filed by such counterparty have been withdrawn or overruled (including pursuant to the Confirmation Order or other order of the Bankruptcy Court), and (iii) pursuant to the Confirmation Order or other order of the Bankruptcy Court, the Sellers are authorized to assume and/or assign such Lease or Assigned Contract to Buyer free and clear of such Consents, in each case without Buyer or Buyer 2, as applicable, being subject to the consequences forth in clauses (i)(A) through (i)(C) of the definition of Required Consent as a result of not obtaining such Required Consent.

2.4 Governmental Approvals. The Sellers and Buyer shall use commercially reasonable efforts to obtain the approval of, or waiver from, each Governmental Authority required, after giving effect to the entry of the Confirmation Order, to permit the assignment of the Acquired Interests to Buyer or Buyer 2, as applicable, pursuant to this Agreement, in accordance with Sections 6.5(b) and (c). If Buyer so requests, the Sellers shall be required to make any payments or provide any other consideration in order to obtain any Governmental Approval (provided that Buyer shall reimburse Sellers for any such payment made after the Closing); *provided, however*, that without the consent of Buyer, the Sellers shall not be required to incur any Liability, pay any money or provide any other consideration in order to obtain any such Governmental Approval (other than any Liability or obligation to pay money or provide consideration that has been expressly assumed by Buyer). If, as of the Closing, any Governmental Approval, other than any Governmental Approval that is required or permitted to be made or obtained after the Closing (and, if permitted, customarily made or obtained after the Closing)

(each, an “**Applicable Governmental Approval**”), has not been obtained and, notwithstanding the entry of the Confirmation Order, the failure to have obtained such Applicable Governmental Approval restricts the Sellers’ ability to transfer any Acquired Interest to Buyer or Buyer 2, as applicable, at Closing, then, notwithstanding anything to the contrary herein, (x) (A) without limiting any of the rights of Buyer hereunder, including those set forth in Section 7.3, Buyer in its sole discretion may elect for the Sellers not to sell, transfer, convey, assign or deliver such Acquired Interests (which shall be treated as Delayed Assets, *mutatis mutandis*) and (B) from and after the Closing, (i) the Sellers and Buyer shall reasonably cooperate in a reasonable arrangement (to the extent legally permissible) to provide Buyer or Buyer 2, as applicable, with all of the benefits of, or under, such Delayed Asset, including (at Buyer’s cost) enforcement for the benefit of Buyer or Buyer 2, as applicable, of any and all rights of the Sellers against any party with respect to such Delayed Asset arising out of the breach or cancellation with respect to such Delayed Asset by such party; *provided*, that to the extent that any such arrangement has been made to provide Buyer or Buyer 2, as applicable, with the benefits of, under or with respect to, a Delayed Asset, from and after the Closing, Buyer shall be responsible for, and shall promptly pay and perform all payment and other obligations under such Delayed Asset for the period during which Buyer or Buyer 2, as applicable, is receiving the benefits under the applicable Delayed Asset to the same extent as if such Delayed Asset had been assigned or transferred at the Closing, (ii) the Sellers and Buyer shall reasonably cooperate with Buyer to obtain such Applicable Governmental Approval, and (iii) subject to the immediately following proviso, the Sellers shall promptly after receipt of the Applicable Governmental Approval with respect to such Delayed Asset, sell, transfer, convey, assign and deliver such Delayed Asset to Buyer or Buyer 2, as applicable, and Buyer or Buyer 2, as applicable, shall accept such conveyance; *provided* that, with respect to any such Delayed Asset that is an Other Asset, Buyer in its sole discretion (subject to the immediately following proviso) may elect for the Sellers not to sell, transfer, convey, assign or deliver such Delayed Asset to Buyer after receipt of the Applicable Governmental Approval; *provided* however that Buyer shall so request such sale, transfer, conveyance, assignment and deliverance promptly after receipt of the Applicable Governmental Approval, unless (1) the retention of such Delayed Asset by the applicable Seller would not result in such Seller retaining any incremental Liabilities as compared to if such Seller had transferred such Delayed Asset to Buyer (unless Buyer provides an amount in cash to the Sellers equal to the amount of such Liabilities and/or indemnification to the Sellers for any such Liabilities) or (2) the Sellers and Buyer mutually agree not to make such sale, transfer, conveyance, assignment and deliverance of such Delayed Asset; *provided further* that from and after the date that is six (6) months after the Closing, Buyer shall have no obligation to make any such request and may elect for the Sellers to retain such Delayed Asset, in which case such Delayed Asset shall be an Excluded Asset for all purposes under this Agreement and the arrangements described under clause (B)(i) shall terminate.

## 2.5 Preferential Rights.

(a) The Sellers shall, within five (5) Business Days after the Execution Date (to the extent not sent prior to the Execution Date), send to the holder of each Preferential Right with respect to any Acquired Interest a notice setting forth the information required to satisfy such notice provision for such Preferential Right and requesting a waiver thereof or as otherwise sufficient to permit the assignment of such Acquired Interest to Buyer or Buyer 2, as applicable, pursuant to this Agreement upon entry of the Confirmation Order free and clear of such Preferential Right if such Preferential Right is not validly waived or exercised prior to Closing.



The Sellers and Buyer shall agree in good faith on the holders to whom the notices in the preceding sentence shall be sent. Upon request of Buyer, the Sellers shall promptly provide a reasonable update to Buyer regarding requests for waivers of Preferential Rights made pursuant to this Section 2.5(a).

(b) If a bona fide Preferential Right with respect to any Acquired Interest is validly exercised prior to the Closing, such Acquired Interest and the related Contracts (solely to the extent related to such Acquired Interest) shall be excluded from the Acquired Interests conveyed to Buyer or Buyer 2, as applicable, at the Closing, the affected Acquired Interest will be deemed to be an Excluded Asset, and the Sellers shall pay over to Buyer all proceeds received for the affected Acquired Interest and related Contracts (or portion thereof) from the Person exercising such Preferential Right.

(c) If prior to Closing (i) any Acquired Interest is burdened by a Preferential Right that has not been validly exercised or waived as of the Closing, regardless of whether the time period for the exercise of such right has expired or (ii) any Person asserts that it is the beneficiary of a Preferential Right with respect to any Acquired Interest and objects to the sale of such Acquired Interest to Buyer pursuant to this Agreement and such objection is not resolved so as to permit the sale and assignment of such Acquired Interest free and clear of such Preferential Right (as applicable to the sale and assignment to Buyer or Buyer 2, as applicable, pursuant to this Agreement) to Buyer or Buyer 2, as applicable (by Final Order of the Bankruptcy Court or otherwise to Buyer's reasonable satisfaction), then, without limiting any of the rights of Buyer hereunder, including those set forth in Section 7.3, (A) at Buyer's option, such Acquired Interest shall be excluded from the Acquired Interests and treated as a Delayed Asset (*mutatis mutandis*), and (B) from and after the Closing, if Buyer so elects, (i) the Sellers and Buyer shall reasonably cooperate to provide a reasonable arrangement (to the extent legally permissible) to provide Buyer or Buyer 2, as applicable, with all of the benefits of, or under, such Delayed Asset, including (at Buyer's cost) enforcement for the benefit of Buyer or Buyer 2, as applicable, of any and all rights of the Sellers against any party with respect to such Delayed Asset arising out of the breach or cancellation with respect to such Delayed Asset by such party; *provided*, that to the extent that any such arrangement has been made to provide Buyer or Buyer 2, as applicable, with the benefits of, under or with respect to, a Delayed Asset, from and after the Closing, Buyer shall be responsible for, and shall promptly pay and perform all payment and other obligations under such Delayed Asset for the period during which Buyer or Buyer 2, as applicable, is receiving the benefits under the applicable Delayed Asset to the same extent as if such Delayed Asset had been assigned or transferred at the Closing, (ii) the Sellers and Buyer shall reasonably cooperate with Buyer to obtain the waiver of the Preferential Right with respect to such Delayed Asset, and (iii) if such asserted Preferential Right is not validly exercised prior to its expiration or waiver, or if the dispute regarding the Preferential Right affecting such Delayed Asset is resolved by Final Order of the Bankruptcy Court or otherwise to Buyer's reasonable satisfaction, such Delayed Asset, subject to the immediately following proviso, shall be promptly conveyed to Buyer or Buyer 2, as applicable; *provided* that, with respect to any such Delayed Asset that is an Other Asset, Buyer in its sole discretion (subject to the immediately following proviso) may elect for the Sellers not to sell, transfer, convey, assign or deliver such Delayed Asset to Buyer after the occurrence of the events in the preceding clause (iii); *provided* that Buyer shall so elect, unless (x) the retention of such Delayed Asset by the applicable Seller would not result in such Seller retaining any incremental Liability as compared to if such Seller had transferred such Delayed Asset to Buyer (unless Buyer



provides an amount in cash to the Sellers equal to the amount of such Liabilities and/or indemnification to the Sellers for any such Liabilities) or (y) the Sellers and Buyer mutually agree for Buyer not to so elect; *provided further* that from and after the date that is six (6) months after the Closing, Buyer shall have no obligation to make any such election and may elect for the Sellers to retain such Delayed Asset, in which case such Delayed Asset shall be an Excluded Asset for all purposes under this Agreement and the arrangements described in clause (B)(i) shall terminate. If, for any reason, such Preferential Right is validly exercised by the holder thereof after the Closing and prior to an election by Buyer for the Sellers to retain such Delayed Asset pursuant to the second proviso in the preceding sentence, the Sellers shall pay over to Buyer all proceeds paid for the affected Acquired Interest by the holder of the relevant Preferential Right.

## 2.6 [Reserved.]

2.7 Withholding. Buyer and its Affiliates shall be entitled to deduct and withhold, from any amounts payable under this Agreement, amounts required to be deducted and withheld under the Code or any other applicable Law. To the extent any amount is so withheld and paid to the appropriate Governmental Authority pursuant to applicable Law, such withheld amounts shall be treated for all purposes of the Agreement as having been paid to the Person in respect of which such deduction or withholding was made.

## 2.8 Assets Sold “As Is, Where Is”.

(a) BUYER ACKNOWLEDGES AND AGREES THAT THE ACQUIRED INTERESTS SOLD PURSUANT TO THIS AGREEMENT ARE SOLD, CONVEYED, TRANSFERRED AND ASSIGNED ON AN “AS IS, WHERE IS” BASIS “**WITH ALL FAULTS**” AND THAT, EXCEPT AS SET FORTH IN ARTICLE IV OF THIS AGREEMENT AND THE CERTIFICATES DELIVERED BY THE SELLERS AT CLOSING (BUT SUBJECT TO THE TERMINATION OF REPRESENTATIONS AND WARRANTIES AT CLOSING PURSUANT TO SECTION 13.1), THE SELLERS MAKE NO REPRESENTATIONS OR WARRANTIES, TERMS, CONDITIONS, UNDERSTANDINGS OR COLLATERAL AGREEMENTS OF ANY NATURE OR KIND, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, CONCERNING THE ACQUIRED INTERESTS OR THE CONDITION, DESCRIPTION, QUALITY, USEFULNESS, QUANTITY OR ANY OTHER THING AFFECTING OR RELATING TO THE ACQUIRED INTERESTS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE ALSO HEREBY EXPRESSLY DISCLAIMED. BUYER FURTHER ACKNOWLEDGES THAT THE SELLERS HAVE MADE NO AGREEMENT OR PROMISE TO REPAIR OR IMPROVE ANY OF THE ACQUIRED INTERESTS BEING SOLD TO BUYER, AND THAT BUYER TAKES ALL SUCH ACQUIRED INTERESTS IN THE CONDITION EXISTING ON THE CLOSING DATE (SUBJECT TO SATISFACTION OR WAIVER OF THE CONDITIONS SET FORTH IN ARTICLE VII) “AS IS, WHERE IS” AND “**WITH ALL FAULTS**” AND WITHOUT WARRANTY OF TITLE. NOTHING HEREIN SHALL LIMIT BUYER’S REMEDIES IN THE EVENT OF FRAUD (AS DEFINED IN ANNEX I), EXCEPT THAT BUYER SHALL HAVE NO REMEDY IN THE EVENT OF FRAUD WITH RESPECT TO FIELDWOOD ENERGY I, FW GOM PIPELINE, GOM SHELF OR ANY OF THEIR RESPECTIVE SUBSIDIARIES.

(b) EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN ARTICLE IV OF THIS AGREEMENT OR THE CERTIFICATES DELIVERED BY THE SELLERS AT CLOSING (BUT SUBJECT TO THE TERMINATION OF REPRESENTATIONS AND WARRANTIES AT CLOSING PURSUANT TO SECTION 13.1), AND WITHOUT LIMITING THE GENERALITY OF SECTION 2.8(a), THE SELLERS EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, AS TO (i) TITLE TO ANY OF THE ACQUIRED INTERESTS, (ii) THE CONTENTS, CHARACTER OR NATURE OF ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY ENGINEERING, GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE ACQUIRED INTERESTS, (iii) THE QUANTITY, QUALITY OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE ACQUIRED INTERESTS, (iv) ANY ESTIMATES OF THE VALUE OF THE ACQUIRED INTERESTS OR FUTURE REVENUES GENERATED BY THE ACQUIRED INTERESTS, (v) THE PRODUCTION OF HYDROCARBONS FROM THE ACQUIRED INTERESTS, (vi) THE CONDITION, QUALITY, SUITABILITY OR MARKETABILITY OF THE ACQUIRED INTERESTS, INCLUDING THE MARKETABILITY OF ANY HYDROCARBONS, (vii) THE AVAILABILITY OF GATHERING OR TRANSPORTATION FOR HYDROCARBONS FROM THE ACQUIRED INTERESTS, (viii) THE CONTENT, CHARACTER OR NATURE OF ANY INFORMATION MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED BY OR ON BEHALF OF THE SELLERS OR THIRD PARTIES WITH RESPECT TO THE ACQUIRED INTERESTS, AND (ix) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE TO BUYER OR ANY AFFILIATE OF BUYER, OR ITS OR THEIR EMPLOYEES, AGENTS, CONSULTANTS, REPRESENTATIVES OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO. ANY AND ALL SUCH DATA, INFORMATION AND OTHER MATERIALS FURNISHED BY OR ON BEHALF OF THE SELLERS IS PROVIDED TO BUYER AS A CONVENIENCE, AND ANY RELIANCE ON OR USE OF THE SAME SHALL BE AT BUYER'S SOLE RISK.

2.9 Presence of Wastes, NORM, Hazardous Substances and Asbestos. BUYER ACKNOWLEDGES THAT THE ACQUIRED INTERESTS HAVE BEEN USED TO EXPLORE FOR, DEVELOP AND PRODUCE HYDROCARBONS, AND THAT SPILLS OF WASTES, CRUDE OIL, PRODUCED WATER, HAZARDOUS SUBSTANCES AND OTHER MATERIALS MAY HAVE OCCURRED THEREON OR THEREFROM. ADDITIONALLY, THE ACQUIRED INTERESTS, INCLUDING PRODUCTION EQUIPMENT, MAY CONTAIN ASBESTOS, HAZARDOUS SUBSTANCES OR NORM. NORM MAY AFFIX OR ATTACH ITSELF TO THE INSIDE OF WELLS, MATERIALS AND EQUIPMENT AS SCALE OR IN OTHER FORMS, AND NORM-CONTAINING MATERIAL MAY HAVE BEEN BURIED OR OTHERWISE DISPOSED OF ON THE ACQUIRED INTERESTS. SPECIAL PROCEDURES MAY BE REQUIRED FOR REMEDIATION, REMOVING, TRANSPORTING AND DISPOSING OF ASBESTOS, NORM, HAZARDOUS SUBSTANCES AND OTHER MATERIALS FROM THE ACQUIRED INTERESTS.

### ARTICLE III DUE DILIGENCE

#### 3.1 Due Diligence.

(a) From and after the date hereof until the Closing Date, the Sellers shall (i) afford to Buyer and its Representatives (at Buyer's cost) during normal business hours (A) upon the reasonable request of Buyer, reasonable access to and entry upon any specified Field Asset (subject to (1) execution of the Sellers' customary boarding agreement, (2) the terms, conditions and restrictions of agreements that are related to access to such Field Assets and to which any Seller is a party and (3) the consent of any third party operator, as applicable), including execution of agreements required by any third party with respect to access to such Field Assets for the purposes of performing onsite tests, inspections, examinations, investigations, studies and assessments of the Field Assets (including non-invasive environmental assessments of the Field Assets and, subject to the consent of the Sellers (such consent not to be unreasonably withheld, conditioned or delayed) invasive environmental assessments of the Field Assets; *provided*, that prior to conducting any invasive environmental assessments, Buyer and Sellers will cooperate in good faith to enter into a written agreement with respect to the parameters and scope of, allocation of liability with respect to, and rights to information (including samples) arising from, such assessments); and (B) at the offices of each of the Sellers, (1) reasonable access to the Sellers' title records, Leases, Easements, Contracts, environmental and legal materials, books, records, statements and operating data, information relating to the Field Assets (including all land and title records, surveys, abstracts of title, title insurance policies, title opinions, title curative and all lease, contract, division order, marketing, acquisition, correspondence, operations, environmental, insurance, production, accounting, regulatory, Property-Related Tax, Production Tax, Transfer Tax and well records and files) and any other information or documents that are in the possession or control of the Sellers and relate in any way to any Acquired Interests and (2) to the extent permitted in accordance with applicable licensing agreements, the opportunity to review the Field Data, and (ii) instruct the Sellers' representatives to reasonably cooperate with Buyer and its Representatives in their investigation of the Acquired Interests. Notwithstanding anything in this Section 3.1(a) to the contrary, (x) all such information shall be held in confidence by Buyer in accordance with the terms of Section 10.5, and (y) in no event shall the Sellers be obligated to provide (A) access or information in violation of applicable Law, (B) any information the disclosure of which would cause the loss of any legal privilege available to any Seller relating to such information or would cause any Seller to breach a confidentiality obligation to which it is bound; *provided* that the applicable Seller shall use commercially reasonable efforts to provide such information and documents in a manner that does not violate such Law or result in such loss of privilege or breach of obligation, or (C) copies of bids, letters of intent, expressions of interest or other proposals received from other Persons in connection with the transactions contemplated by this Agreement or information and analyses relating to such communications. For the avoidance of doubt, Buyer and its Representatives shall not be permitted to conduct any invasive environmental investigations without the Sellers' express written consent, which may be withheld by the Sellers in their sole discretion.

(b) No investigation by Buyer or other information received by Buyer shall operate as a waiver or otherwise affect any representation, warranty or agreement given or made by any Seller hereunder.

## ARTICLE IV SELLERS' REPRESENTATIONS

Each Seller represents and warrants to Buyer and Buyer 2, subject to the Disclosure Schedules (subject to Section 12.15), as follows:

4.1 Organization/Qualification. Each Seller is an entity duly formed, validly existing and in good standing under the Laws of the jurisdiction of its organization. Each Seller is qualified to do business and is in good standing under the Laws of each jurisdiction where such qualification is necessary, except for those jurisdictions where failure to be so qualified would not, individually or in the aggregate, prevent, materially delay or materially impede the performance by such Seller of its obligations under this Agreement or its consummation of the transactions contemplated by this Agreement. Each Seller has all requisite power and authority required to own and operate its properties (including the Acquired Interests) and to carry on its business as now conducted.

4.2 Power and Authority. Subject to entry of the Confirmation Order and such other authorization as may be required by the Bankruptcy Court, each Seller has the requisite power and authority to execute and deliver this Agreement and the other Ancillary Documents to which it is (or, upon its execution and delivery, will be) a party and perform its obligations under this Agreement and such other Ancillary Documents.

4.3 Non-Contravention. Each Seller's execution, delivery and performance of this Agreement and each Ancillary Document to which such Seller is (or, upon its execution and delivery, will be) a party and each Seller's performance of the transactions contemplated herein and therein will not (a) conflict with or result in a breach of any provisions of the organizational documents of such Seller, Fieldwood U.A. or, to the Sellers' Knowledge, the Mexico JV or (b) subject to (w) the entry of the Disclosure Statement Order and the Confirmation Order, (x) obtaining or making the Applicable Consents set forth on Schedule 4.8(b) in accordance with Section 2.3, (y) obtaining or making the Governmental Approvals set forth on Schedule 4.7 and (z) obtaining waivers for the Preferential Rights set forth on Schedule 4.8(a) (in the case of each of the preceding clauses (x) and (z), after giving effect to the Confirmation Order), result in (i) a breach of or default under, or give rise to any right of termination, revocation, cancellation or acceleration under, any Permit, Lease, Subject Unit Agreement, Easement, Assigned Contract, credit agreement (excluding the Credit Agreement), note, bond, mortgage, indenture, license or other agreement, document or instrument to which any Seller is a party or by which any Seller or any of the Acquired Interests may be bound, or otherwise result in a loss of any benefit relating to the Acquired Interests, (ii) the creation or imposition of any Encumbrance upon any Acquired Interest other than Permitted Encumbrances (except that the Fieldwood U.A. Interests and the JV Interests shall not be subject to any Permitted Encumbrances), or (iii) violate any applicable Law, except, in the case of the preceding clauses (i) and (ii), as would not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect.

4.4 Authorization and Enforceability. Subject to entry of the Disclosure Statement Order and the Confirmation Order, each Seller has full capacity, power and authority to enter into and perform this Agreement, each Ancillary Document to which such Seller is (or, upon its execution and delivery, will be) a party and the transactions contemplated herein and therein. The execution, delivery and performance by each Seller of this Agreement and each Ancillary

Document to which such Seller is (or, upon its execution and delivery, will be) a party have been duly and validly authorized and approved by all necessary company action on the part of such Seller. Subject to entry of the Disclosure Statement Order and the Confirmation Order, this Agreement and each Ancillary Document to which each Seller is (or, upon its execution and delivery, will be) a party are, or upon their execution and delivery will be, the valid and binding obligations of such Seller and enforceable against such Seller in accordance with their respective terms, subject to the effects of bankruptcy, insolvency, reorganization, moratorium and similar Laws as well as to principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

4.5 Liability for Brokers' Fees. Other than Houlihan Lokey Capital, Inc., there is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of any Seller who might be entitled to any fee, commission or expenses in connection with the transactions contemplated by this Agreement or any of the Ancillary Documents.

4.6 Litigation. Other than the Bankruptcy Cases or as specified on **Schedule 4.6**, no Claim (or any basis thereof) by any Governmental Authority or other Person (including expropriation or forfeiture proceedings) nor any legal, administrative or arbitration proceeding (or any basis thereof) is pending or, to the Sellers' Knowledge, threatened against any Acquired Interest or against any Seller relating to any Acquired Interest which, individually or in the aggregate, if determined or resolved adversely in accordance with the plaintiff's demands, (x) to the extent the representation is to the existence of any basis of any Claim or any legal, administrative or arbitration proceeding, would reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect and (y) otherwise, would reasonably be expected to be material to the Acquired Interests, individually or taken as a whole, or which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the transactions contemplated by this Agreement.

4.7 Governmental Approvals. Except as set forth on **Schedule 4.7**, no Governmental Approval (other than the Disclosure Statement Order and the Confirmation Order) is required to authorize, or is otherwise required in connection with, (a) any Seller's valid execution and delivery by such Seller of this Agreement or any Ancillary Document to which such Seller is (or, upon its execution and delivery, will be) a party, (b) any Seller's performance of its obligations hereunder or thereunder or (c) the consummation of the transactions contemplated by this Agreement or any of the Ancillary Documents.

4.8 Preferential Rights; Applicable Consents.

(a) Except as set forth on **Schedule 4.8(a)**, none of the Acquired Interests is subject to a Preferential Right.

(b) Except as set forth on **Schedule 4.8(b)**, none of the Acquired Interests is subject to an Applicable Consent.

The inclusion of any Acquired Interest on **Schedule 4.8** shall not be construed as an admission by Buyer or Sellers that any preferential purchase right or similar right or Consent in any agreement



relating to such Acquired Interest (or any express exception thereto contained in such agreement) is (or is not) applicable to the transactions contemplated hereby.

4.9 Taxes. Except as would not result, individually or in the aggregate, in a Material Adverse Effect and except as otherwise set forth on **Schedule 4.9**, (a) all Tax Returns required to be filed with respect to the Acquired Interests or any Hydrocarbon production therefrom (including Property-Related Taxes and Production Taxes) or by Fieldwood U.A. have been timely filed, and all such Tax Returns are true, complete and correct; (b) the Sellers have adequately accrued in accordance with GAAP, established adequate reserves for the payment of, and will timely pay, all Taxes which arise from or with respect to the Acquired Interests or any Hydrocarbon production therefrom or allocable thereto incurred in or attributable to all Pre-Closing Tax Periods (other than Taxes described in the preceding clause (a)); (c) all Taxes due and owing by the Sellers with respect to the Acquired Interests or any Hydrocarbon production therefrom (including with respect to Property-Related Taxes and Production Taxes) or by Fieldwood U.A. (whether or not shown on any Tax Return) have been paid, and no extension of time within which to file any such Tax Return is in effect; (d) there are no Encumbrances on any Acquired Interest; (e) no audits, investigations, examinations, audits, litigation, Claims or other proceedings are pending, or to the Sellers' Knowledge threatened in writing, against any Seller relating to the payment of Taxes (including Property-Related Taxes and Production Taxes) with respect to any Acquired Interests or with respect to Taxes for which Fieldwood U.A. may be liable; (f) there are no currently proposed or pending adjustments by any Governmental Authority in connection with any Tax Returns of any Seller pertaining to the Acquired Interests or of Fieldwood U.A.; (g) no waiver or extension of any statute of limitations has been granted or requested as to any Tax matter relating to any Acquired Interests or with respect to any Taxes for which Fieldwood U.A. may be liable, in each case, that is still in effect; (h) Fieldwood U.A. will not be required to include any item of income in, or exclude any item of deduction from, taxable income in any taxable period (or portion thereof) after Closing, as a result of any change in method of accounting, closing agreement, installment sale or receipt of any prepaid amount outside of the ordinary course of business, in each case, made or entered into prior to Closing; (i) no Governmental Authority responsible for the administration or imposition of Taxes in any jurisdiction in which a Seller or any of its Affiliates (in respect of the Acquired Interests) or Fieldwood U.A. has not filed a Tax Return has asserted in writing that such Seller, any of its Affiliates, or Fieldwood U.A., as the case may be, is subject to Tax or required to file a Tax Return in that jurisdiction; (j) Fieldwood U.A. has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, customer, shareholder or other third party; (k) Fieldwood U.A. has not been a member of any Company Group; (l) none of the Sellers or Fieldwood U.A. has engaged in a "**listed transaction**" within the meaning of Treasury Regulations Section 1.6011-4(b); (m) the Acquired Interests are not subject to, for federal income tax purposes, a partnership between any Seller and any other Person for which a partnership income tax return is required to be filed under Subchapter K of Chapter 1 of Subtitle A of the Code (other than a partnership for which an election to be excluded from such provisions is in effect pursuant to the provisions of Section 761 of the Code and the regulations thereunder); (n) Fieldwood U.A. is not, and does not own (directly or indirectly) stock or a warrant in, a corporation that is (or was at any time during the course of such ownership) a passive foreign investment company, as defined in Section 1297 of the Code; (o) Fieldwood U.A. is not a party to or bound by any Tax Sharing Agreement; and (p) **Schedule 4.9(p)** lists (A) the entity classification of Fieldwood U.A., Fieldwood Mexico and any Subsidiary thereof for U.S. federal income Tax purposes, as of the date hereof and as of the



Closing Date, and (B) each entity classification election and change in entity classification that has been made under Treasury Regulations Section 301.7701-3 with respect to Fieldwood U.A., Fieldwood Mexico and any Subsidiary thereof for U.S. federal income Tax purposes.

4.10 Well Status. Except as set forth on Exhibit C, (a) the Sellers are the operators of that portion of the Lease(s) covering all Scheduled Wells; (b) all Wells that are not currently producing Hydrocarbons in paying quantities have been plugged, abandoned and decommissioned, and all related salvage, site clearance and surface restoration and decommissioning operations have been completed, in accordance with all applicable Laws in all material respects; (c) no Scheduled Well has been permanently, or is currently temporarily, plugged and abandoned; and (d) there is no Well in respect of which any Seller or any of its Affiliates has received an order from any Governmental Authority requiring that such Well be plugged and abandoned (or re-plugged), other than a Well for which such plugging and abandonment (or re-plugging) requirements have been completely satisfied. All Wells that have not been plugged, abandoned and decommissioned are listed on Exhibit C.

4.11 Compliance with Laws; Permits. Except as would not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect, (a) each Seller, and to the Sellers' Knowledge each Third Person operator of any Lease (or portion thereof), Subject Unit or Easement, is in compliance, and since January 1, 2018 has at all times complied, with all applicable Laws and all Permits necessary or required in each case in connection with the ownership and, with respect to each Acquired Interest operated by a Seller, operation of the Acquired Interests, including the Leases, Subject Units, Easements and Wells and the production, marketing and disposition of Hydrocarbons therefrom; and (b) with respect to each Acquired Interest, the Sellers and, to the Sellers' Knowledge, each Third Person operator of such Acquired Interest, if applicable, has all Permits necessary or required in connection with the ownership and operation of such Acquired Interest, and all such Permits are in full force and effect. Since January 1, 2018, no Seller has received written notice from any Governmental Authority that any applicable Law or Permit has been violated or not complied with by any Seller. With respect to Suspense Funds, each Seller is in compliance with applicable Laws in all material respects. Except as would not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect, Fieldwood U.A. and the Mexico JV are in compliance with applicable Laws. Other than the Bankruptcy Cases, there is no judgment, decree, injunction, rule or order of any arbitrator or Governmental Authority outstanding against any Seller, Fieldwood U.A. or the Mexico JV that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. All Permits held by the Sellers that relate to the Assets are valid and in full force and effect and no Seller is in default under or in violation of any such Permit, except as would not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect.

4.12 Environmental Matters. Except as could not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect or as set forth on Schedule 4.12, (a) each Seller, and to the Sellers' Knowledge each Third Person operator of any Acquired Interest, if applicable, has all Permits required under Environmental Laws in connection with the ownership and operation of the Acquired Interests, including the Field Assets, the production, marketing and disposition of Hydrocarbons therefrom and the ownership and use of the Office Assets and all such Permits are in full force and effect; (b) no Seller has received, and to the Sellers' Knowledge no Third Person operator has received, any written notice of violation, assessment or incident of non-

compliance or other communication that alleges any actual or potential non-compliance with or Liability under any Environmental Law or Permit required under Environmental Laws in connection with ownership or operations of the Acquired Interests, including the Field Assets and Office Assets; (c) no investigation, proceedings or other Claims resulting from any Environmental Law or Permit required under Environmental Laws is pending, or to the Sellers' Knowledge threatened in writing, against any Asset, (d) the Assets are in compliance in all respects with all applicable Environmental Laws, and (e) there has been no Release under or from any Asset or, to the Sellers' Knowledge, at any asset or property formerly owned, leased or operated by, or otherwise arising from the operations of any Seller or any of its Affiliates or predecessors, in violation of, or in a manner reasonably expected to give rise to Liability under, Environmental Laws or any Permit required under Environmental Laws. The Sellers have made available to Buyer, in written or electronic format, all environmental site assessments, studies and analyses in the possession or control of any Seller addressing potentially material Losses, Claims or obligations pertaining to Environmental Contaminants or Environmental Law in relation to the Acquired Interests.

4.13 Payments. Except (x) as set forth on Schedule 4.13 and (y) for the Suspense Funds listed on Schedule 4.20, each Seller has timely (a) paid all Lease Burdens due in respect of Hydrocarbons produced from or allocable to any Acquired Interests payable by the Sellers, (b) reported to applicable Governmental Authorities, to the extent required by applicable Law, Hydrocarbons produced from or allocable to any Lease, Subject Unit or Well required to be reported by the Sellers, and (c) paid all amounts owing by such Seller under any Easement or with respect to any Office Asset, except, in the case of this clause (c), as would not be reasonably expected to result, individually or in the aggregate, in a Material Adverse Effect. No Seller has received written notice of any Claim that has not been resolved claiming that such Seller's disbursement of Lease Burdens or reporting of Hydrocarbon production with respect to the Acquired Interests is inaccurate, other than Claims relating to disbursements or reporting that are not, in the aggregate, material to the Acquired Interests taken as a whole.

#### 4.14 Material Contracts.

(a) Prior to the Execution Date, the Sellers made available to Buyer accurate and complete copies of all Material Contracts. Except as set forth on Schedule 4.14, no Seller has delegated or otherwise transferred to any third party any of its material rights or obligations with respect to any Assigned Contract. Except as set forth on Schedule 4.14, no Seller is a party to or bound by any of the following Contracts (other than any Contract that is an Excluded Asset or Retained Liability) (each, a "**Material Contract**"):

(i) any Contract (excluding any purchase orders entered into in the ordinary course of business) relating to or used in connection with any Acquired Interest that could reasonably be expected to provide for either (A) annual payments by, or revenues to, the Sellers of \$5,000,000 or more or (B) aggregate payments by, or revenues to, the Sellers of \$10,000,000 or more;

(ii) any Subject Unit Agreement;

(iii) any Hydrocarbon purchase and sale, exchange, marketing, compression, fractionation, drilling, completion, gathering, transportation, processing, production handling, refining, treatment, storage, handling, chemicals, construction or similar Contract, in each case, that is not terminable by the Sellers without penalty on thirty (30) days' or less notice;

(iv) any Contract to acquire, sell, lease, develop or otherwise dispose of or encumber any interest in any of the Acquired Interests after the Closing Date (other than sales of Hydrocarbons in the ordinary course of business);

(v) any Contract with any individual person acting as an independent contractor or consultant which includes payment for services to such person in excess of \$500,000 annually;

(vi) any Contract relating to or used in connection with any Acquired Interests that limits the freedom of any Seller to engage in any line of business or in any area or to compete with any Person or which would so limit the freedom of Buyer or any of its Affiliates after the Closing Date, including any noncompetition agreement, area of mutual interest or other agreement;

(vii) any Contract providing for any call upon, option to purchase, or similar rights with respect to the Acquired Interests or to the production therefrom or the processing thereof, or that is a dedication of production;

(viii) any Contract relating to or used in connection with any Acquired Interest that constitutes an operating agreement, exploration agreement, joint development agreement, farmin agreement, plugging and abandonment agreement, balancing agreement, platform use agreement, farmout agreement, partnership agreement, participation agreement, joint venture agreement, or similar Contract;

(ix) any Contract relating to or used in connection with any Acquired Interest involving any resolution or settlement or any actual or threatened Claim which imposes material continuing obligations on any Seller will not have been fully performed prior to the Closing Date;

(x) any Contract relating to or used in connection with any Acquired Interest that requires the posting of a security deposit, letter of credit, performance bond or surety;

(xi) any Contract relating to or used in connection with any Acquired Interest that is a seismic, engineering, geological or other geophysical acquisition agreement or license;

(xii) any Contract pursuant to which a Seller (A) grants to a third party any license, right to use or covenant not to sue under any Owned Intellectual Property or (B) is granted by a third party any license, right to use or covenant not to sue under any Intellectual Property (excluding from clause (B), (x) licenses for commercial off-the-shelf software that are generally available on non-discriminatory pricing terms which have an

aggregate annual cost of \$50,000 or less and (y) the licenses and agreements listed on **Exhibit F**;

(xiii) any lease or sublease for any personal property included in the Acquired Interests providing for annual rentals of \$250,000 or more;

(xiv) any lease or sublease of real property; and

(xv) any Contract by which any Seller is obligated by virtue of a take or pay payment, advance payment, production payment or other similar payment or commitment, to deliver Hydrocarbons, or proceeds from the sale thereof, attributable to the Sellers' aggregate interest in the Assets at some future time without receiving payment therefor at or after the time of delivery.

(b) Each Material Contract is in full force and effect and a valid and binding obligation of the Seller(s) party thereto and, to the Sellers' Knowledge, the other parties thereto, in accordance with its terms and conditions, except as such validity and enforceability may be limited by (i) bankruptcy, insolvency, or other similar Laws affecting the enforcement of creditors' rights generally, (ii) equitable principles of general applicability (whether considered in a proceeding at law or in equity), and (iii) the obligation to pay Cure Costs. No event has occurred which, with the passage of time or the giving of notice, or both, would constitute a default under or a violation of any Material Contract or would cause the acceleration of any right or obligation of any Seller or, to the Sellers' Knowledge, any other party thereto or the creation of an Encumbrance upon any Acquired Interest, except for such events that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. No Seller nor, to the Sellers' Knowledge, any other party to any Material Contract has given written notice of any action to terminate, cancel, rescind, repudiate or procure a judicial reformation of any such Material Contract or any provision thereof.

(c) Prior to the Execution Date, the Sellers made available to Buyer accurate and complete copies of all Leases and Easements. Except as set forth on **Schedule 4.14(c)**, no Seller is a party to or bound by any Lease or Easement (other than any Lease or Easement that is an Excluded Asset or Retained Liability).

4.15 **Imbalances; Prepayments.** Except as set forth on **Schedule 4.15**, as of the Execution Date, (x) no Seller has a Claim constituting an Acquired Interest and (y) no Seller is subject to any Liability constituting an Assumed Liability, with respect to any Imbalance.

4.16 **AFEs; Cash Calls.** Except as set forth on **Schedule 4.16(a)**, no authorities for expenditure or other commitments to make capital expenditures relating to any Acquired Interest for which the Sellers' liability is in excess of \$200,000 is outstanding. Except as set forth on **Schedule 4.16(b)**, no cash calls or payments due from any Seller under the terms of the Assigned Contracts or otherwise relating to the Acquired Interests are past due by more than thirty (30) days (excluding amounts being disputed in good faith).

#### 4.17 Labor and Employment Matters.

(a) The Sellers have provided Buyer's legal and financial advisors, on a confidential basis and for professional eyes only, with a true and complete list of the following information for all employees of the Sellers and of each of their Affiliates (such employees from time to time, and whether or not listed, the "***Seller Employees***"), including name, title, hire date, location, whether full- or part-time, whether active or on leave (and, if on leave, the nature of the leave and the expected return date), whether exempt from the Fair Labor Standards Act of 1938, annual salary or wage rate, most recent annual bonus received, and current annual bonus opportunity (such list, the "***Employee List***"), which list may not be shared with any debt or equity holders of Buyer. In addition, the Sellers have provided Buyer with the Employee List, but excluding each Seller Employee's name and title, which can be shared with Buyer's debt and equity holders, the DIP Lenders (as such term is defined in the Plan) and the FLTL Lenders (as such term is defined in the Plan).

(b) The Sellers and each of their Affiliates are, and for the last three (3) years, have been, in compliance in all material respects with applicable Laws relating to labor and employment, including those relating to worker classification, labor management relations, wages and hours (including classification of independent contractors and exempt and non-exempt employees), overtime, collective bargaining, unemployment, workers' compensation, equal employment opportunity, discrimination, civil rights, affirmative action, work authorization, immigration, safety and health, continuation coverage under group health plans, information privacy and security and payment of withholding of taxes and social security.

(c) For the last three (3) years, (i), no allegations of sexual harassment or other sexual misconduct have been made against any current or former employee or independent contractor of the Sellers or any of their Affiliates who has three or more direct reports, (ii) there are and have been no actions pending or, to the Sellers' Knowledge, threatened in writing related to any allegations of sexual harassment or other sexual misconduct by any current or former employee or independent contractor of the Sellers or any of their Affiliates who has three or more direct reports, and (iii) neither the Sellers nor any of their Affiliates have entered into any settlement agreements related to allegations of sexual harassment or other sexual misconduct by any current or former employee or independent contractor of the Sellers or any of their Affiliates.

(d) There are no collective bargaining agreements to which any Seller or any Affiliate of any Seller is a party relating to any Seller Employee and, to the Sellers' Knowledge, threatened. No application for certification of a collective bargaining agent involving any Seller and any Seller Employee is pending. With respect to the Seller Employees, there are no (i) strikes, slowdowns, picketing or work stoppage by any Seller Employee pending or, to the Sellers' Knowledge, threatened or (ii) except as would not reasonably be expected to result in a material Liability, unfair labor practice charges or other employment or labor complaints pending or, to the Sellers' Knowledge, threatened in writing against any Seller or any of their Affiliates before the National Labor Relations Board or any other Governmental Authority or any current union representation questions involving any current or former employees or independent contractors of any Seller or any of their Affiliates.



#### 4.18 Employee Benefits.

(a) **Schedule 4.18** sets forth a true and complete list of each material (i) deferred compensation plan, (ii) incentive compensation plan, (iii) equity compensation plan, (iv) “*welfare*” plan, fund or program (within the meaning of Section 3(1) of ERISA), (v) “*pension*” plan, fund or program (within the meaning of Section 3(2) of ERISA), (vi) “*employee benefit plan*” (within the meaning of Section 3(3) of ERISA), (vii) employment (other than offer letters entered into in the ordinary course of business that do not provide for severance, transaction or retention bonuses or any guaranteed payments), termination, severance or “*change in control*” agreement and (viii) other employee benefit plan, fund, program, agreement or arrangement, in each case, that is sponsored, maintained or contributed to or required to be contributed to by any Seller or by any trade or business, whether or not incorporated, that together with any Seller would be deemed a “*single employer*” within the meaning of Section 4001(b) of ERISA (an “*ERISA Affiliate*”), or to which any Seller or any ERISA Affiliate is party, for the benefit of any Seller Employee (each an “*Employee Plan*”). Each Employee Plan that Buyer or one of its Affiliates shall assume as of the Closing will be so noted on **Schedule 4.18** (each an “*Assumed Employee Plan*”).

(b) None of the Sellers nor any of their Affiliates or ERISA Affiliates (nor any predecessor of any such entity) sponsors, maintains, administers or contributes to (or has any obligation to contribute to), or has in the past six (6) years sponsored, maintained, administered or contributed to (or had any obligation to contribute to), or has or is reasonably expected to have any direct or indirect Liability with respect to, any plan subject to Title IV of ERISA, including any “*multiemployer plan*” (as defined in Section 3(37) of ERISA or any plan described in Section 413 of the Code). No Assumed Employee Plan is a multiple employer welfare arrangement (within the meaning of Section 3(40) of ERISA).

(c) Each Assumed Employee Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter or opinion, is entitled to rely on an opinion letter from the IRS or has applied to the IRS for such a letter within the applicable remedial amendment period or such period has not expired and, to the Sellers’ Knowledge, no circumstances exist that would reasonably be expected to result in the loss of such qualification.

(d) No Assumed Employee Plan provides for any post-employment or post-retirement medical, dental, disability, hospitalization, life or similar benefits (whether insured or self-insured) to any current or former employee of the Sellers (other than coverage mandated by applicable Law, including COBRA).

(e) Each Employee Plan has been maintained, funded and administered in compliance with its terms and all applicable Law, including ERISA and the Code, except where the failure to be so operated would not reasonably be expected to result in a material Liability. There is no action, suit, investigation, audit, proceeding or claim (other than routine claims for benefits) pending against or, to the Sellers’ Knowledge, threatened against or involving any Employee Plan before any court or arbitrator or any Governmental Authority, including the IRS, the Department of Labor or the Pension Benefit Guaranty Corporation, that would reasonably be expected to result in a material Liability.



(f) Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby (either alone or together with any other event) will (i) entitle any current or former employee or independent contractor to any material payment or benefit, including any bonus, retention, severance, retirement or job security payment or benefit, (ii) accelerate the time of payment or vesting or trigger any payment or funding (through a grantor trust or otherwise) of compensation or benefits under, or increase the amount payable or trigger any other obligation under, any Employee Plan with respect to any current or former employee or independent contractor or (iii) result in the payment of any amount that would subject any current or former employee or independent contractor to excise taxes under Section 4999 of the Code.

4.19 Non-Consent Operations. Except as set forth on Schedule 4.19, no operations are being conducted or have been conducted on any Field Assets with respect to which any Seller has elected, or been deemed, to be a non-consenting party under the applicable operating agreement and with respect to which all of such Seller's rights have not yet reverted to it.

4.20 Suspense Funds. Schedule 4.20 sets forth the amount of all Suspense Funds as of the date set forth therein.

4.21 Payout Balances. To the Sellers' Knowledge, Schedule 4.21 contains a list of the estimated status of any "*payout*" balance (on a gross Working Interest basis for all Working Interest owners affected thereby), as of the date set forth on such Schedule, for each Well, Lease or Subject Unit that is subject to a reversion or other adjustment at some level of cost recovery or payout.

#### 4.22 Title to Acquired Interests.

(a) The Sellers: (i) with respect to each Lease listed on Exhibit A, hold pursuant to such Lease a valid interest in all or a portion of the oil and gas interests leased pursuant to such Lease, (ii) with respect to each Easement listed on Exhibit B, have a valid easement or other limited property interest in such Easement and (iii) with respect to each Well listed on Exhibit C, hold pursuant to one or more of the Leases a valid interest in all or a portion of the oil and gas produced from such Well, in each case, free and clear of any Encumbrances (other than (x) Permitted Encumbrances and (y) as would not be material to such Acquired Interest). For the avoidance of doubt, the Sellers do not make any representations or warranties pursuant to the preceding sentence with respect to holding any specific net revenue interest or working interest in any of the Wells or Leases. Except for the Encumbrances described on Schedule 4.22, the Sellers have good and valid title to all Acquired Interests other than the Wells, Leases, Easements and Subject Units, and are the record and beneficial owners of the Fieldwood U.A. Interests and the JV Interests, in each case free and clear of any Encumbrances and any other limitation or restriction (including any restriction on the right to vote, sell or otherwise dispose of the Fieldwood U.A. Interests or the JV Interests), other than Permitted Encumbrances (except that the Fieldwood U.A. Interests and the JV Interests shall not be subject to any Permitted Encumbrances), in each case except as would not be material to such Acquired Interest.

(b) No Affiliate of Fieldwood that is not a Seller owns any asset, property or right that is an Acquired Interest or would have been an Acquired Interest if such Affiliate had been a Seller hereunder.

(c) The Acquired Interests constitute all of the property and assets used or held for use in the business of the Sellers as it relates to the ownership and operation of the Leases and are adequate to conduct the business of the Sellers as it relates to the ownership and operation of the Leases as currently conducted.

(d) Except as set forth on Schedule 4.22(d), no Seller or any of its Affiliates owns any real property.

4.23 Insurance. Schedule 4.23 sets forth a true and complete list of all policies of insurance held by or maintained by the Sellers or any of their Affiliates related to any Acquired Interests or the Seller Employees, including the type of policy, the limits of the coverage and any deductible or self-retention limit with respect thereto. Such policies of insurance are in full force and effect. Except as set forth on Schedule 4.23, no Seller has received, since January 1, 2020, any written notice from any insurer under any insurance policy applicable to the Acquired Interests or the Seller Employees disclaiming or limiting coverage with respect to any particular material claim or such policy in general or canceling or amending any such policy. All premiums payable under all such insurance policies have been timely paid and each Seller has otherwise complied in all material respects with the terms and conditions of all such insurance policies. To the Knowledge of the Sellers, no termination of, material non-ordinary course premium increase with respect to, or material alteration of coverage under, any of such policies or bonds has been threatened.

4.24 Related Party Transactions. Except as set forth on Schedule 4.24, (a) there are no Assigned Contracts by and between any Seller and (i) any Affiliates of, or holder of five percent (5%) or more of the equity of, any Seller, (ii) any director or officer of any Seller or of any Person referenced in clause (i), or (iii) any “*associate*” or “*immediate family*” member (as such terms are respectively defined in Rule 12b-2 and Rule 16a-1 of the Securities Exchange Act of 1934) of any Person referenced in clause (i) or (ii) (the Persons referenced in clauses (i), (ii) and (iii) collectively, the “*Seller Related Parties*”) and (b) no Seller has otherwise entered into any transactions or other arrangements with any Seller Related Parties that will be binding on Buyer or the Acquired Interests after the Closing Date.

4.25 Intellectual Property.

(a) Schedule 4.25(a) contains a true and complete list of each of the issuances, registrations and applications for issuance or registration included in the Owned Intellectual Property, specifying as to each such item, as applicable, (i) the owner of such item, (ii) each jurisdiction in which such item is issued or registered or in which any application for issuance or registration has been filed, (iii) the respective issuance, registration and/or application number of such item and (iv) the date of application and issuance or registration of such item.

(b) The Sellers are the sole and exclusive owners of all Owned Intellectual Property, in each case free and clear of any Encumbrance (except Permitted Encumbrances). The Sellers own or have a valid and enforceable license or other right to use all Transferred Intellectual Property, and the Transferred Intellectual Property is all of the Intellectual Property (except Trademarks) necessary for the conduct of, or used or held for use in, the business of the Sellers as it relates to the Acquired Interests as currently conducted.

(c) There exist no restrictions on the Sellers' disclosure, use, license or transfer of the Owned Intellectual Property, and the consummation of the transactions contemplated by this Agreement will not alter, encumber, impair or extinguish any Owned Intellectual Property or the Sellers' rights under any material Licensed Intellectual Property or impair the right of the Sellers to develop, use, sell, license or otherwise dispose of, or to bring any action for the infringement, misappropriation or other violation of, any Owned Intellectual Property.

(d) The Sellers have not infringed, misappropriated or otherwise violated any Intellectual Property of any Person. There is no Claim pending or threatened in writing, in each case, against any Seller (i) challenging or seeking to deny or restrict, the rights of any Seller in any of the Transferred Intellectual Property, (ii) alleging that any Transferred Intellectual Property is invalid or unenforceable, (iii) alleging that the use of any of the Transferred Intellectual Property or any services provided, processes used or products manufactured, used, imported or sold by any Seller, misappropriate, infringe or otherwise violate any Intellectual Property of any Person or (iv) otherwise alleging that any Seller has infringed, misappropriated or otherwise violated any Intellectual Property of any Person.

(e) The Sellers have taken commercially reasonable steps to maintain, enforce and protect the Owned Intellectual Property. None of the issuances or registrations included in the Owned Intellectual Property has been adjudged invalid or unenforceable in whole or part, all issuances and registrations included in the Owned Intellectual Property are valid, enforceable, in full force and effect and subsisting, and all registration, maintenance and renewal fees applicable to such issuances and registrations that are currently due have been paid and all documents and certificates related to such items and required to be filed with the relevant Governmental Authority for the purposes of maintaining such items have been filed with the relevant Governmental Authority.

(f) To the Sellers' Knowledge, no Person has infringed, misappropriated or otherwise violated any material Owned Intellectual Property. The Sellers have taken commercially reasonable steps in accordance with normal industry practice to maintain the confidentiality of all material Owned Intellectual Property the value of which to any of the Sellers is contingent upon maintaining the confidentiality thereof and no such material Owned Intellectual Property has been disclosed other than to employees, representatives, agents or partners of the Sellers or any other Persons, in each case, who are bound by written and enforceable confidentiality agreements.

(g) The Sellers have appropriate procedures in place designed to provide that all material Intellectual Property conceived or developed by employees performing their duties for any Seller, and by Third Persons performing research and development for any Seller, have been assigned to such Seller, as applicable. To the extent that any material Owned Intellectual Property has been developed or created by any Third Persons (including any current or former employee) for any Seller, such Seller has a written agreement with such Third Persons with respect thereto, which provides that such Seller either (i) has obtained ownership of and is the sole and exclusive owner of or (ii) has obtained a valid right to exploit, sufficient for the conduct of its business as it relates to the Acquired Interests, as currently conducted, such material Owned Intellectual Property.

(h) The Seller IT Assets operate and perform in a manner that permits each Seller to conduct its business as it relates to the Acquired Interests as currently conducted, and the Sellers have taken commercially reasonable actions, consistent with current industry standards, to protect the integrity and security of the Seller IT Assets (and the confidentiality and security of all information and transactions stored or contained therein or transmitted thereby) against unauthorized use, access, interruption, modification or corruption, including the implementation of commercially reasonable (i) data backup, (ii) disaster avoidance and recovery procedures, (iii) business continuity procedures and (iv) encryption and other security protocol technology. There has been no unauthorized use, access, interruption, modification or corruption of any Seller IT Assets that had a material adverse impact on the Sellers.

(i) The Sellers have at all times materially complied with all applicable Laws, policies, procedures and contractual and all other obligations governing the collection, use, storage, processing, disclosure, protection, or security of Personal Information collected, used, stored, transferred or processed by or on behalf of any Seller (collectively, the “**Data Obligations**”). There has been no material loss, theft, security breach or unauthorized or unlawful disclosure or acquisition of any such Personal Information. No Claim has been asserted or, to the Sellers’ Knowledge, threatened in writing, in each case, against any Seller alleging a violation of any Data Obligation. For purposes of this Section 4.25(b), “**Personal Information**” means, in addition to any definition for any similar term (e.g., “personal data” or “personally identifiable information”) provided by applicable Law, all information that identifies or can reasonably be used to identify an individual person.

4.26 Undue Influence. In the past five (5) years, in connection with the ownership or operation of the business of the Sellers as it relates to the Acquired Interests, neither any Seller nor, to the Sellers’ Knowledge, any director, officer, agent, employee or Affiliate, in each case, of any Seller, has taken any action, directly or indirectly, with respect to the business of the Sellers as it relates to the Acquired Interests that would result in a material violation of the Foreign Corrupt Practices Act of 1977 and the rules and regulations thereunder (the “**FCPA**”) or any anti-corruption or anti-bribery laws, export control laws or sanctions issued or promulgated by any Governmental Authority. In the past five (5) years, each Seller, and, to the Sellers’ Knowledge, their respective Affiliates, have conducted the business of the Sellers as it relates to the Acquired Interests in compliance with the FCPA and all anti-corruption and anti-bribery laws, export control laws and sanctions issued or promulgated by any Governmental Authority in all material respects.

4.27 No Undisclosed Material Liabilities. Except as set forth on Schedule 4.27, there are no Liabilities of or relating to the business of the Sellers as it relates to the ownership or operation of the Acquired Interests that would constitute Assumed Liabilities (without taking into account any modifications requested by Sellers to the Co-Owned Assets, Other Assets or Assumed Liabilities after the Execution Date) that would be required by GAAP to be disclosed on financial statements of the Sellers as of the Execution Date, other than Liabilities (a) reflected or disclosed in the consolidated balance sheet of the Sellers for the fiscal quarter ended September 30, 2020 (“**Balance Sheet Date**”), (b) incurred in the ordinary course of business since the Balance Sheet Date (excluding any breaches of Law or any Lease, Easement or Contract), (c) disclosed in any materials filed with the Bankruptcy Court prior to the Execution Date in connection with the Bankruptcy Cases, (d) set forth on the Disclosure Schedules or (e) that are not material, individually or in the aggregate, to the Acquired Interests.

4.28 Absence of Certain Changes.

(a) Since the Balance Sheet date through the Execution Date, (i) except as authorized by the Bankruptcy Court prior to the date hereof, including as expressly contemplated by any orders entered in the Bankruptcy Cases from and after the Petition Date through the date hereof, the Acquired Interests have been owned and operated in the ordinary course of business in all material respects and (ii) except as disclosed on the Financial Statements, there has not been a Material Adverse Effect.

(b) From January 1, 2020 through the Execution Date, except as set forth on **Schedule 4.28(b)**, or as expressly contemplated by any orders entered in the Bankruptcy Cases from and after the Petition Date, the Sellers have not: (A) purchased or otherwise acquired any material properties or assets (tangible or intangible) that constitute Acquired Interests or sold, leased, licensed, transferred, abandoned or otherwise disposed of any material assets that would otherwise have constituted Acquired Interests, except for (x) purchases of materials, and sales of Hydrocarbons and surplus inventory, in each case, in the ordinary course of business and (y) purchases or sales not contemplated by the preceding clause (x) that involved consideration of less than \$5,000,000 individually, and \$10,000,000 in the aggregate, (B) removed any material Inventory or other Acquired Interests from any of the properties or facilities that will transfer to Buyer as a result of the transactions contemplated hereby, other than in the ordinary course of business or (C) suffered any damage or destruction to or loss of any Acquired Interest whether or not covered by insurance where the value of such damage, destruction or loss (measured by cost to the Sellers of repairing or replacing the applicable Acquired Interest) was greater than \$1,000,000.

4.29 Equipment and Fixed Assets. Except as would not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect, all Inventory is in good operating condition and state of repair for the purposes for which they are used by the Sellers in the operation of its business, normal wear and tear excepted.

4.30 Operatorship. The Sellers have not received written notice of any vote to have the Sellers removed as the named operator of any of the Field Assets for which any Seller is currently designated as the operator and for which such vote is pending as of the Execution Date. From September 30, 2013 through the Execution Date, no Seller has been removed as the named operator of any material Field Asset.

4.31 Joint Venture.

(a) Fieldwood U.A. is an entity duly formed and validly existing under the Laws of the Netherlands. To the Sellers' Knowledge, (i) Fieldwood Mexico is an entity duly formed and validly existing under the Laws of the Netherlands and (ii) each of the Subsidiaries of Fieldwood Mexico is an entity duly formed and validly existing under the Laws of its jurisdiction of incorporation. Fieldwood U.A. is, and, to the Sellers' Knowledge, the Mexico JV is qualified to do business and is in good standing under the Laws of each jurisdiction where such qualification is necessary, except for those jurisdictions where failure to be so qualified would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. Fieldwood U.A.



has, and, to the Sellers' Knowledge, the Mexico JV has all requisite power and authority required to own and operate their properties and to carry on their business as now conducted.

(b) Prior to the date hereof, the Sellers have made available to Buyer all organizational documents and equity holder, stockholder, operating, membership, voting and other similar agreements of or relating to Fieldwood U.A. and, to the Sellers' Knowledge, the Mexico JV (the "**Organizational Documents**"). None of any Seller or, to the Sellers' Knowledge, any other Person, is in material breach of any Organizational Document. Other than the Organizational Documents, there are no agreements to which any Seller is a party with respect to the voting of any JV Interests or Fieldwood U.A. Interests or which restrict the transfer of any JV Interests or Fieldwood U.A. Interests.

(c) To the Sellers' Knowledge, Fieldwood Mexico has the following Subsidiaries, each of which are incorporated in Mexico: (1) Fieldwood Energy de Mexico, S. de R.L. de C.V.; (2) Fieldwood Energy E&P Mexico, S. de R.L. de C.V.; and (3) Fieldwood Energy Services de Mexico, S. de R.L. de C.V. To the Sellers' Knowledge, as of the Execution Date, the equity interests of: (i) Fieldwood Mexico consists of (A) class A shares, (B) class B shares and (C) class D shares, (ii) Fieldwood Energy de Mexico, S. de R.L. de C.V. consists of two (2) equity interests (*partes sociales*), (iii) Fieldwood Energy E&P Mexico, S. de R.L. de C.V. consists of two (2) equity interests (*partes sociales*) and (iv) Fieldwood Energy Services de Mexico, S. de R.L. de C.V. consists of two (2) equity interests (*partes sociales*) (the equity interests of the Mexico JV collectively, the "**JV Shares**"). The equity interests of Fieldwood Mexico and each of its Subsidiaries that are held by the Sellers are listed on **Schedule 4.31(c)**. To the Sellers' Knowledge, (x) the equity interests of Fieldwood Mexico, and (y) the issued and outstanding JV Shares are held of record by the Persons listed on **Schedule 4.31(c)**.

(d) The outstanding equity interests of Fieldwood U.A., as of the Execution Date, consist of the Fieldwood U.A. Interests, and are held of record by the Persons listed on **Schedule 4.31(d)**.

(e) All of the issued and outstanding Fieldwood U.A. Interests and, to the Sellers' Knowledge, JV Interests have been duly authorized and validly issued, and are fully paid and nonassessable and were not issued in violation of any rights of first refusal, preemptive rights or similar rights. Except as set forth on **Schedule 4.31(c)** and **Schedule 4.31(d)**, (i) all of the outstanding securities or other similar ownership interests of any class or type of or in Fieldwood U.A. are held by Fieldwood Offshore LLC and Fieldwood, (ii) there are no outstanding securities or other similar ownership interests of any class or type of or in Fieldwood U.A. or, to the Sellers' Knowledge, the Mexico J.V. and (iii) there are no outstanding options, warrants, calls, purchase rights, subscription rights, exchange rights or other rights, convertible exercisable or exchangeable securities, "**phantom**" equity rights, stock appreciation rights, equity-based performance units, or similar agreements, commitments or undertakings of any kind pursuant to which Fieldwood U.A. or, to the Sellers' Knowledge, the Mexico JV is or may become obligated to (i) issue, deliver, transfer, sell or otherwise dispose of, or pay an amount relating to, any securities or other similar ownership interests of the Mexico JV or Fieldwood U.A., or any securities convertible into or exercisable or exchangeable for any securities or other ownership interests of the Mexico JV or Fieldwood U.A., or (ii) redeem, purchase or otherwise acquire any outstanding securities of the Mexico JV or Fieldwood U.A.



(f) Fieldwood U.A. has no employees. Fieldwood U.A. has (i) no assets other than the JV Interests held by Fieldwood U.A. and (ii) except as set forth on **Schedule 4.31(f)**, no non *de minimis* Liabilities other than those Liabilities incident to the ownership of the JV Interests held by Fieldwood U.A. (but not any Liabilities with respect to any breach of Law or Contract with respect to the ownership of such JV Interests).

4.32 **Plan of Merger.** The FWE I Oil and Gas Properties (excluding the assets listed on Exhibit I-K of the Plan of Merger) include solely “Legacy Apache Properties” (as such term is defined in the Apache Term Sheet (as such term is defined in the Restructuring Support Agreement)) and no other asset. As of the Execution Date, there is no asset listed on Exhibit I-K of the Plan of Merger that is related to, used or held for use in connection with or held as inventory in connection with, any Lease, Easement or Well listed on **Exhibit A**, **Exhibit B** or **Exhibit C**.

4.33 **Exhibit X-1.** **Exhibit X-1** sets forth an estimate of estimated Working Capital Assets (excluding clause (b) of the definition thereof) and Working Capital Liabilities (excluding clause (b) of the definition thereof) assuming an Effective Time occurring on June 30, 2021, which was prepared at the direction of the Sellers. To the Sellers’ Knowledge, when prepared in February 2021, the information in **Exhibit X-1** reflected a reasonable estimate of Working Capital Assets (excluding clause (b) of the definition thereof) and Working Capital Liabilities (excluding clause (b) of the definition thereof) assuming an Effective Time occurring on June 30, 2021, subject to (a) the assumptions described therein and (b) omission of liabilities for accrued payroll. To the Sellers’ Knowledge, (x) the Fieldwood Energy I Closing Accounts Receivable do not include or exclude assets that would have resulted in a material deviation of the net amount of the Working Capital Assets described in **Exhibit X-1** if such assets had been estimated and reflected in **Exhibit X-1** when prepared and (y) the Fieldwood Energy I Closing Accounts Payable do not include or exclude liabilities that would have resulted in a material deviation of the net amount of the Working Capital Liabilities described in **Exhibit X-1** if such liabilities had been estimated and reflected in **Exhibit X-1** when prepared (assuming that all, or substantially all, pre-petition payables are excluded from the calculation of Fieldwood Energy I Closing Accounts Payable as obligations satisfied, compromised (to the extent compromised), settled, released or discharged pursuant to the Plan and Confirmation Order, including by being paid as Cure Costs), in the case of each of clause (x) and clause (y), after taking into account duplication between the accounts described in **Exhibit X-1** and in the definitions of Working Capital Assets and Working Capital Liabilities, on the one hand, and Fieldwood Energy I Closing Accounts Receivable and Fieldwood Energy I Closing Accounts Payable, on the other hand.

## ARTICLE V BUYERS’ REPRESENTATIONS

Each of Buyer and Buyer 2 represents and warrants to the Sellers, subject to the Disclosure Schedules (subject to **Section 12.15**), as follows:

### 5.1 **Organization; Standing; Capitalization.**

(a) Each of Buyer and Buyer 2 is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. Each of Buyer and

Buyer 2 has all requisite power and authority and all governmental licenses, authorizations, permits, consents and approvals required to carry on its business as now conducted.

(b) At the Closing, (i) all of the issued and outstanding **[membership interests]** of Buyer are held by [\_\_\_\_], a [\_\_\_\_] (“**Buyer Intermediate**”), (ii) all of the issued and outstanding **[membership interests]** of Buyer 2 are held by Buyer, (iii) all of the issued and outstanding **[membership interests]** of Buyer Intermediate are held by [\_\_\_\_], a [\_\_\_\_] (“**Buyer Parent**”) and (iv) all of the issued and outstanding **[membership interests]** of Buyer Parent are held by [\_\_\_\_], a [\_\_\_\_] (“**Buyer Grandparent**”).<sup>6</sup>

(c) At the Closing, except as set forth on **Schedule 5.1(c)**, the authorized and issued equity interests of Buyer Grandparent (the “**Buyer Grandparent Equity Interests**”) shall consist solely of the New Equity Interests, GUC Warrants and the New Warrants, in each case, issued pursuant to, and in accordance with, the Plan. At the Closing, all of the issued and outstanding Buyer Grandparent Equity Interests, and all of the membership interests of Buyer Parent, Buyer, Buyer 2 and Buyer Intermediate, will have been duly authorized and validly issued, and will be fully paid and nonassessable and not issued in violation of any rights of first refusal, preemptive rights or similar rights. As of the Closing Date, except as set forth in **Section 5.1(b)** and the first sentence of this **Section 5.1(c)**, there are no issued and outstanding (i) securities or other similar ownership interests of any class or type of or in Buyer, Buyer 2, Buyer Intermediate, Buyer Parent or Buyer Grandparent or (ii) options, warrants, calls, purchase rights, subscription rights, exchange rights or other rights, convertible exercisable or exchangeable securities, “**phantom**” equity rights, stock appreciation rights, equity-based performance units, or similar agreements, commitments or undertakings of any kind pursuant to which Buyer, Buyer 2, Buyer Intermediate, Buyer Parent or Buyer Grandparent is or may become obligated to (A) issue, deliver, transfer, sell or otherwise dispose of, or pay an amount relating to, any securities or other similar ownership interests of Buyer, Buyer 2, Buyer Intermediate, Buyer Parent or Buyer Grandparent or any securities convertible into or exercisable or exchangeable for any securities or other ownership interests of Buyer, Buyer 2, Buyer Intermediate, Buyer Parent or Buyer Grandparent, or (B) redeem, purchase or otherwise acquire any outstanding securities of Buyer, Buyer 2, Buyer Intermediate, Buyer Parent or Buyer Grandparent.<sup>7</sup>

(d) As of immediately following the Closing, the only Liabilities of Buyer, Buyer 2, Buyer Intermediate and Buyer Parent will be: (x) liabilities under the Exit Facilities (as defined in the Plan), (y) in the case of Buyer and Buyer 2, the Assumed Liabilities and (z) Liabilities incurred in connection with this Agreement or any of the Ancillary Documents or any of the transactions contemplated hereunder or thereunder (including with respect to any surety bonds).

**5.2 Power.** Each of Buyer and Buyer 2 has the requisite power and authority to execute and deliver this Agreement and the Ancillary Documents to which it is a party and perform its obligations under this Agreement and such Ancillary Documents.

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<sup>6</sup> Note to Draft: To be confirmed.

<sup>7</sup> Note to Draft: To be confirmed.

5.3 Non-Contravention. Buyer's execution, delivery and performance of this Agreement and each Ancillary Document to which Buyer is (or, upon its execution and delivery, will be) a party and the performance of the transactions contemplated herein and therein will not (a) conflict with or result in a breach of any provisions of the organizational documents of Buyer or (b) assuming compliance with matters referred to in Section 5.7, violate any material Law applicable to Buyer. Buyer 2's execution, delivery and performance of this Agreement and each Ancillary Document to which Buyer 2 is (or, upon its execution and delivery, will be) a party and the performance of the transactions contemplated herein and therein will not (x) conflict with or result in a breach of any provisions of the organizational documents of Buyer 2 or (y) assuming compliance with matters referred to in Section 5.7, violate any material Law applicable to Buyer 2.

5.4 Authorization and Enforceability. Each of Buyer and Buyer 2 has full capacity, power and authority to enter into and perform this Agreement, each Ancillary Document to which Buyer and Buyer 2, as applicable, is (or, upon its execution and delivery, will be) a party and the transactions contemplated herein and therein. The execution, delivery and performance by each of Buyer and Buyer 2 of this Agreement and each Ancillary Document to which Buyer and Buyer 2, as applicable, is (or, upon its execution and delivery, will be) a party have been duly and validly authorized and approved by all necessary organizational action of Buyer and Buyer 2, as applicable. This Agreement and each Ancillary Document to which Buyer and Buyer 2 is (or, upon its execution and delivery will be) a party are, or upon their execution and delivery will be, the valid and binding obligations of Buyer and Buyer 2, as applicable, and enforceable against Buyer and Buyer 2, as applicable, in accordance with their respective terms, subject to the effects of bankruptcy, insolvency, reorganization, moratorium and similar Laws as well as to principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

5.5 Liability for Brokers' Fees. Other than Rothschild & Co. US Inc. and Intrepid Partners, LLC, there is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of Buyer or Buyer 2 who might be entitled to any fee, commission or expenses in connection with the transactions contemplated by this Agreement or any of the Ancillary Documents.

5.6 Litigation. Neither any Claim by any Governmental Authority or other Person nor any legal, administrative or arbitration proceeding is pending or, to Buyer's Knowledge, threatened against Buyer or Buyer 2 which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the transactions contemplated by this Agreement.

5.7 Governmental and Third Person Consents. Except as set forth on Schedule 5.7 no Governmental Approval is required to authorize, or is otherwise required in connection with, (a) Buyer's or Buyer 2's valid execution and delivery of this Agreement or any Ancillary Document to which Buyer or Buyer 2 is (or, upon its execution and delivery, will be) a party, (b) Buyer's or Buyer 2's performance of their respective obligations hereunder or thereunder or (c) the consummation of the transactions contemplated by this Agreement and the Ancillary Documents.

5.8 Financial Capability. At or prior to the Closing, Buyer has provided to the Sellers a true and complete copy of the [Direction Letter.]<sup>8</sup>

5.9 Qualification. At the Closing, Buyer will have met the BOEM Qualifications.

5.10 Bankruptcy. There are no bankruptcy, reorganization, receivership or arrangement proceedings pending against or to Buyer's Knowledge, threatened against Buyer or Buyer 2.

5.11 Investor Status; Investigation.

(a) To the extent any Acquired Interests constitute securities, the Acquired Interests are being acquired by Buyer and Buyer 2 for investment purposes only, for Buyer's and Buyer 2's own account and not with a view to, or for resale in connection with, any distribution thereof in violation of the 1933 Act.

(b) Each of Buyer and Buyer 2 acknowledges that, to the extent any Acquired Interests constitute securities, the sale of the Acquired Interests has not been registered under the 1933 Act or any state or foreign securities laws and that the Acquired Interests, to the extent constituting securities, may not be sold, transferred, offered for sale, pledged, hypothecated or otherwise disposed of unless such transfer, sale, assignment, pledge, hypothecation or other disposition is pursuant to the terms of an effective registration statement under the 1933 Act and registered under any applicable state or foreign securities laws or pursuant to an exemption from registration under the 1933 Act and any applicable state or foreign securities laws.

(c) Each of Buyer and Buyer 2 has such expertise, knowledge and sophistication in financial and business matters generally that it is capable of evaluating, and has evaluated, the merits and economic risks of its investment in the Acquired Interests. Each of Buyer and Buyer 2 is knowledgeable of the oil and gas business and of the usual and customary practices of oil and gas producers, including those in the areas where the Acquired Interests are located. Further, each of Buyer and Buyer 2 is capable of making such investigation, inspection, review and evaluation of the Acquired Interests as a prudent purchaser would deem appropriate under the circumstances including with respect to all matters relating to the Acquired Interests, their value, operation and suitability.

(d) Each of Buyer and Buyer 2 has had the opportunity to examine all aspects of the Acquired Interests that Buyer and Buyer 2 have deemed relevant and has had access to all information requested by Buyer or Buyer 2 with respect to the Acquired Interests in order to enter into this Agreement. In connection with the transactions contemplated hereby, each of Buyer and Buyer 2 has had the opportunity to ask such questions of, and has received sufficient answers from, the representatives of the Sellers and obtain such additional information about the Acquired Interests as each of Buyer and Buyer 2 deems necessary to enter into this Agreement.

(e) Each of Buyer and Buyer 2 confirms, acknowledges and agrees that Buyer and Buyer 2, as applicable, is relying entirely upon the representations and warranties of the Sellers in this Agreement, any certificates delivered hereunder and any Ancillary Document, as well as

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<sup>8</sup> Note to Draft: Subject to Agent feedback (i.e., whether 1 letter or 2 letters).

Buyer's and Buyer 2's own investigations and inspections of the books, records and assets of the Sellers, including the Acquired Interests, prior to the execution of this Agreement in entering into this Agreement and proceeding with the transactions on the terms as set forth herein. Each of Buyer and Buyer 2 acknowledges and agrees that, other than the express representations and warranties of the Sellers set forth in Article IV, in the certificates delivered by the Sellers at Closing, or any Ancillary Document, any description of the Sellers, their businesses, operations and assets (including the Acquired Interests) in this Agreement, the Disclosure Schedules or any Ancillary Document is for the sole purpose of identification only and no representation, warranty or condition is or will be given by the Sellers in respect of the accuracy of any description. In deciding to enter into this Agreement, and to consummate the transactions contemplated hereby, other than the express representations and warranties of the Sellers set forth in Article IV, any certificates delivered hereunder and any Ancillary Document, each of Buyer and Buyer 2 has relied solely upon its own knowledge, investigation, judgment and analysis and not on any other disclosure or representation made by the Sellers or the Sellers' representatives. Nothing herein shall limit Buyer's or Buyer 2's remedies in the event of Fraud, except that Buyer and Buyer 2 shall have no remedy in the event of Fraud with respect to Fieldwood Energy I, FW GOM Pipeline, GOM Shelf or any of their respective Subsidiaries.

5.12 No Other Representations. No Seller nor any other Person (on behalf of any Seller or otherwise) has made or is making any representation or warranty whatsoever, express or implied, at law or in equity, with respect to the Sellers, the Acquired Interests, this Agreement or the transactions contemplated by this Agreement other than the representations and warranties expressly set forth in Article IV (as modified by the Disclosure Schedules), the certificates delivered hereunder or any Ancillary Document, and neither Buyer nor Buyer 2 is relying on and has not relied on any representation or warranty other than those representations or warranties set forth in Article IV (as modified by the Disclosure Schedules), the certificates delivered hereunder or any Ancillary Document and any reliance by Buyer or Buyer 2 on any representation or warranty other than those representations and warranties set forth in Article IV (as modified by the Disclosure Schedules), the certificates delivered hereunder or any Ancillary Document is hereby expressly disclaimed. Nothing herein shall limit Buyer's or Buyer 2's remedies in the event of Fraud, except that Buyer and Buyer 2 shall have no remedy in the event of Fraud with respect to Fieldwood Energy I, FW GOM Pipeline, GOM Shelf or any of their respective Subsidiaries.

## ARTICLE VI COVENANTS AND AGREEMENTS

6.1 Covenants and Agreements of the Sellers. The Sellers covenant and agree that, during the Interim Period (or, if earlier, until termination of this Agreement), except (u) as otherwise expressly required under this Agreement or any Ancillary Document, (v) as required by any applicable Law or Governmental Authority (including the Bankruptcy Code, the Bankruptcy Court and any actions required to be taken (or not taken) by the Sellers in order to comply with any orders of the Bankruptcy Court), (w) to the extent related solely to Excluded Assets and/or Retained Liabilities, (x) for renewal of insurance coverage in the ordinary course of business, (y) for emergency operations to address any emergency that threatens human life, safety or the environment; *provided* that the Sellers will provide notice to Buyer of any such emergency operation prior to taking such action if practicable and, otherwise, as soon as reasonably practicable



thereafter or (z) otherwise with Buyer's prior written consent (not to be unreasonably withheld, conditioned or delayed):

(a) except as set forth on Schedule 6.1(a), each Seller shall and shall cause its Affiliates to:

(i) carry on the business of the Sellers as it relates to the Acquired Interests in the ordinary course of business consistent with past practice and use commercially reasonable efforts to maintain, preserve and protect the Acquired Interests in the condition in which they exist on the Execution Date, except for ordinary wear and tear and except for replacements, modifications or maintenance in the ordinary course of business consistent with past practice;

(ii) maintain and operate as a reasonably prudent operator in the ordinary course of business the Field Assets operated by the Sellers as of the Execution Date and maintain the Office Assets as a reasonably prudent lessee and owner;

(iii) use commercially reasonable efforts to maintain their relationships with, and preserve for the business of the Sellers as it relates to the Acquired Interests, and preserve the goodwill of, their key suppliers and customers; *provided, however*, that (x) this clause (iii) will not restrict the Sellers from taking any action deemed necessary, prudent or advisable in the business judgment of the Sellers in connection with the Bankruptcy Cases, including with respect to any claim of any suppliers or customers of the Sellers that is subject to the Bankruptcy Cases, and (y) prior to taking any action (other than such action required by the Plan or an order of the Bankruptcy Court) outside the ordinary course of business that the Sellers reasonably believe will adversely affect their relationships with their key suppliers and customers, the Sellers will consult with Buyer prior to taking any such action;

(iv) pay or cause to be paid, when due, all Taxes, Lease Burdens and development and operating expenses and other payments, in each case consistent with past practice, except (A) royalties held in suspense in good faith and (B) expenses or royalties being contested in good faith;

(v) maintain its books, accounts and records consistent with past practice;

(vi) pay all post-petition trade payables and use commercially reasonable efforts to collect accounts receivable, as they related to the Acquired Interests after the Petition Date, in each case in the ordinary course of business consistent with past practice but, in the case of post-petition trade payables, in no event later than the due date thereof, unless being disputed in good faith (but, for the avoidance of doubt, subject to applicable orders of the Bankruptcy Court);

(vii) provide Buyer (promptly but in no event later than three (3) Business Days after the Sellers' receipt thereof) with copies of any written notice received from any Third Person with respect to (A) any proposed operations on any Field Asset or



(B) any Claim relating to any Acquired Interests (in the case of each of clauses (A) and (B), where the Sellers' Liability (or potential Liability) is in excess of \$1,000,000);

(viii) provide Buyer with copies of any material correspondence received from any Governmental Authority with respect to any Acquired Interests as soon as reasonably practicable, but in no event later than two (2) Business Days after the Sellers' receipt thereof; and

(ix) within ten (10) Business Days following the execution of this Agreement, deliver to Buyer a true and complete list of the names, titles, hire date, location, whether full- or part-time, whether active or on leave (and, if on leave, the nature of the leave and the expected return date), whether exempt from the Fair Labor Standards Act of 1938, annual salary or wage rate, most recent annual bonus received, current annual bonus opportunity for all Seller Employees, which list shall be updated not less than ten (10) Business Days prior to the Closing to reflect the hiring, resignation or termination of any Seller Employee; and

(b) except as set forth on **Schedule 6.1(b)**, each Seller shall not and shall cause its Affiliates not to:

(i) modify in any material respect its now existing credit, collection or payment policies, procedures or practices as they relate to the Acquired Interests, including accelerating collections of receivables or failing to pay or delaying payment of payables in a manner inconsistent with its now existing practices;

(ii) remove any Acquired Interest from any real property or other location of the Sellers' business such that such Acquired Interest is no longer located within any property of the Sellers' business that is an Acquired Interest, except for sales of inventory in the ordinary course of business;

(iii) subject to, and without limiting, the Sellers' rights pursuant to **Section 6.4**, transfer, convey, sell, abandon or otherwise dispose of any material Acquired Interests (other than sales of Hydrocarbons in the ordinary course of business consistent with past practice) or any interest in any of the Leases;

(iv) create any Encumbrance on any Acquired Interests other than Permitted Encumbrances (except that the Fieldwood U.A. Interests and the JV Interests shall not be subject to any Permitted Encumbrances) or Encumbrances that will be released prior to Closing (including if released pursuant to the Confirmation Order);

(v) commence, propose, commit or agree to participate in any single operation with respect to any Field Asset with an anticipated cost in excess of \$1,000,000;

(vi) amend, modify, renew or terminate any Material Contract or enter into any Contract that would be an Material Contract if it existed on the date hereof if such Material Contract would be an Assigned Contract;

(vii) (A) hire any officers or other senior executive employees or terminate any such officer or employee (other than for “cause”); or (B) except in the ordinary course of business consistent with past practice, hire any other employees or terminate any such other employee (other than for “cause”);

(viii) (A) increase the annual rate of base salary or any target bonus opportunity of any Seller Employee, except in the ordinary course of business consistent with past practice and not in excess of 3% for any Seller Employee; (B) pay any bonus, benefit, or other direct or indirect incentive compensation (other than any such payments authorized pursuant to any first or second day orders in the Bankruptcy Cases); (C) award any equity or equity-based compensation awards (whether phantom or equity) with respect to the equity of any Seller or any of its Affiliates; (D) modify, amend or terminate any Employee Plan; (E) enter into or modify any employment, compensation, severance, non-competition, or similar Contract (or amend any such Contract) to which any Seller or any of its Affiliates is a party; or (F) adopt any new severance pay, termination pay, deferred compensation, bonus, or other employee benefit plan, agreement, program, practice, arrangement or policy with respect to Seller Employees that would be an Employee Plan if it existed on the date hereof (including any employment agreement, severance agreement, change in control agreement, or transaction or retention bonus agreements), except, in the case of each of clauses (A) through (F), (1) to the extent set forth in any order of the Bankruptcy Court or as required by applicable Law; or (2) to the extent required pursuant to the terms of any Employee Plan, as in effect on the date hereof;

(ix) relinquish its position as operator to any Person other than Buyer or Buyer 2 with respect to any Acquired Interest operated by the Sellers;

(x) waive, release, settle or compromise any material Claim or proceeding relating to any Acquired Interest;

(xi) subject to, and without limiting, the Sellers’ rights pursuant to Section 6.4, enter into any merger or divisive merger, or liquidate or dissolve;

(xii) sell, lease, license (except for non-exclusive licenses granted in the ordinary course of business) or otherwise transfer or dispose of, abandon or permit to lapse, fail to take any action necessary to maintain, enforce or protect, or create or incur any Encumbrance (other than Permitted Encumbrances) on, any material Owned Intellectual Property;

(xiii) cause or allow any of its current directors and officers liability, property or casualty insurance policies that apply to any of the Acquired Interests or that apply to the business of the Sellers as it relates to the Acquired Interests to be canceled or terminated or any of the coverage thereunder to lapse unless, simultaneously with such termination, cancellation or lapse, replacement policies providing coverage equal to or greater than the coverage under the canceled, terminated or lapsed policies are in full force and effect;

(xiv) make, change or revoke any material Tax election in respect of the Acquired Interests, settle or otherwise compromise any claim relating to Taxes of Fieldwood U.A. or with respect to the Acquired Interests, enter into any closing agreement or similar agreement relating to Taxes of Fieldwood U.A. or the Acquired Interests, surrender any right to claim a Tax refund, offset or other reduction in Tax Liability of Fieldwood U.A. or with respect to the Acquired Interests, or request any ruling or similar guidance with respect to Taxes of Fieldwood U.A. or with respect to the Acquired Interests; or

(xv) enter into any Contract or other commitment to take, or authorize the taking of or resolve to take, any actions prohibited by this Section 6.1(b).

6.2 Casualty Event. The Sellers shall give Buyer prompt written notice of any Casualty Event that occurs with respect to any Acquired Interest during the Interim Period, together with a description of the applicable insurance coverage and an estimate of the Sellers' exposure with respect to such Casualty Event. If the damaged or taken Acquired Interest is not repaired or replaced on or before the Closing Date, the Sellers shall provide to Buyer an assignment of all of the Sellers' right, title and interest in and to all insurance proceeds and recoveries from Third Persons payable, in each case with respect to the Acquired Interest damaged or taken as the result of such Casualty Event.

6.3 Press Releases. Except as required in the Bankruptcy Cases or by applicable Law (a) each Party shall consult with the other before issuing any press release or otherwise making any public statement with respect to the transactions contemplated by this Agreement and (b) no Party shall issue any press release or make any such public statement before obtaining the other Party's prior written approval, which shall not be unreasonably withheld, conditioned or delayed. To the extent such release or public statement is required by Law, the Party intending to make such release or public statement (i) shall give the other Party the opportunity (within reasonable time before any applicable deadline) to review and comment upon such release or public statement and (ii) shall consider in good faith all reasonable comments thereto received sufficiently in advance of any applicable deadline.

6.4 Solicitation; Other Offers.

(a) Each of Buyer and Buyer 2 acknowledges and agrees that from and after the Execution Date through entry of the Confirmation Order, the Sellers may take any action (including entering into any agreement or letter-of-intent with respect thereto) to cause, promote, assist with or enter into an Alternative Transaction.

(b) Without limiting the foregoing, the Sellers may, directly or indirectly through its Representatives, (i) engage in discussions and negotiations regarding an Alternative Transaction with any one or more Third Persons as potential bidders (each, an "**Alternative Bidder**") in connection with the solicitation of one or more proposals relating to an Alternative Transaction and (ii) furnish to any Alternative Bidder who has signed a confidentiality agreement and has made a request therefor any public or non-public information relating to the Sellers and afford to any such Alternative Bidder access to any properties, Acquired Interests, books or records of the Sellers or the business of the Sellers; *provided* that the Sellers shall not actively solicit

proposals relating to an Alternative Transaction unless the failure to do so would be contrary to or inconsistent with applicable fiduciary duties.

## 6.5 Regulatory Matters; Cooperation.

(a) The Sellers, on one hand, and Buyer, on the other hand, shall cooperate, and reasonably determine upon the advice of counsel within fifteen (15) Business Days of the Execution Date, other than the notifications required to be filed under the HSR Act, any notifications, filings, consents, clearances, waivers, waiting periods and approvals, if any, required under any applicable Antitrust Law in connection with the transactions contemplated by this Agreement (including by any persons that will hold, directly or indirectly, any equity interest in Buyer as of or immediately after the Closing) (the “**Foreign Antitrust Approvals**”). Subject to Section 6.5(c), as soon as reasonably practicable (and, in any event, within ten (10) Business Days, or a later date as agreed by the Parties) after the Execution Date, the Sellers, on the one hand, and Buyer, on the other hand, shall each prepare and file, or cause to be prepared and filed, any notifications required to be filed under the HSR Act with the United States Federal Trade Commission, the Antitrust Division of the United States Department of Justice and any Foreign Antitrust Approvals, and request early termination of the waiting periods applicable to such notifications. Subject to Section 6.5(c), Buyer, on the one hand, and the Sellers, on the other hand, shall promptly respond to any requests for additional information or documentary materials in connection with such filings and shall take all commercially reasonable actions necessary to cause the waiting periods applicable to such notifications to terminate or expire at the earliest practicable date after the date of filing. The Sellers shall be responsible for payment of the applicable filing fee under the HSR Act or Foreign Antitrust Approvals, and each Party shall be responsible for any other payment of its own respective costs and expenses incurred by such Party (including attorneys’ fees and other legal fees and expenses) associated with the preparation of its portion of any antitrust filings.

(b) Subject to the provisions of Section 6.5(c) and Section 6.7, including the limitations set forth therein, the Sellers, on the one hand, and Buyer, on the other hand, shall use reasonable best efforts to obtain, at the earliest practicable date, all necessary Governmental Approvals and all necessary registrations, declarations and filings (including registrations, declarations and filings with Governmental Authorities and any change in control requirements relating to any consent decrees, decisions, judgments, settlements, consent orders, stipulations, decrees or similar orders relating to the Acquired Interests, if any), in each case for the consummation of the transactions contemplated by this Agreement and the Ancillary Documents, and use its reasonable best efforts to avoid any Claim by any Governmental Authority relating to the transactions contemplated by this Agreement and the Ancillary Documents. Subject to the provisions of Section 6.5(c) and Section 6.7, including the limitations set forth therein, in addition to such actions, the Sellers, on the one hand, and Buyer, on the other hand, shall use reasonable best efforts to (i) take all acts necessary in connection with meeting with any Governmental Authority regarding the transferring of the Permits included in the Acquired Interests and (ii) execute and deliver any additional instruments reasonably necessary to consummate the transactions contemplated hereby and to fully carry out the purposes of this Agreement.

(c) The Sellers, on the one hand, and Buyer, on the other hand, (i) to the extent permissible, shall promptly inform each other of any material communication from any

Governmental Authority concerning this Agreement, the transactions contemplated hereby, and any filing, notification or request for approval by any Governmental Authority and (ii) to the extent permissible, shall permit the other to review in advance any proposed written or material oral communication or information submitted to any such Governmental Authority in response thereto. In addition, none of the Parties shall agree to participate in any meeting with any Governmental Authority in respect of any filings, investigation or other inquiry with respect to this Agreement or the transactions contemplated hereby, unless, to the extent permissible, such Party consults with the other Parties in advance and, to the extent permitted by any such Governmental Authority, gives the other Party the opportunity to attend and participate thereat, in each case to the maximum extent reasonably practicable. Subject to restrictions under any Law, each of Buyer, on the one hand, and the Sellers, on the other hand, shall furnish the other with copies of all correspondence, filings and communications (and memoranda setting forth the substance thereof) between it and its Affiliates and their respective Representatives on the one hand, and the Governmental Authority or members of its staff on the other hand, with respect to this Agreement, the transactions contemplated hereby (excluding documents and communications which are subject to preexisting confidentiality agreements or to the attorney-client privilege or work product doctrine or which refer to valuation of the Acquired Interests) or any such filing, notification or request for approval. Each Party shall also furnish the other Party with such necessary information and assistance as such other Party and its Affiliates may reasonably request in connection with their preparation of necessary filings, registration or submissions of information to the Governmental Authority in connection with this Agreement, the transactions contemplated hereby and any such filing, notification or request for approval. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall require Buyer or the Sellers, or any of their respective Affiliates to (and none of any Seller or any of its Affiliates shall, without the prior written consent of Buyer), in performing their respective obligations under this Section 6.5, (i) enter into any settlement, undertaking, consent decree, stipulation or agreement with any Governmental Authority in connection with the transactions contemplated hereby, (ii) divest or otherwise hold separate (including by establishing a trust or otherwise), or take any other action (or otherwise agree to do any of the foregoing) with respect to the Acquired Interests or any assets or business of Buyer or any of its Affiliates or (iii) defend any Claim relating to the transactions contemplated by this Agreement or any Ancillary Document, except, in the case of each of clauses (i) through (iii), actions expressly contemplated to be taken by the Sellers in accordance with the Plan.

(d) Notwithstanding anything to the contrary contained in this Agreement, Buyer shall, on behalf of the Parties, control and lead all communications and strategy relating to the Antitrust Laws (*provided* that the Sellers are not constrained from complying with applicable Law), *provided*, further, that the Parties shall consult and cooperate with one another, and consider in good faith the views of one another, regarding the form and content of any analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of either Party in connection with proceedings under or relating to any Antitrust Law prior to their submission.

## 6.6 Bankruptcy Court Matters.

(a) Qualified Bids. Subject to the terms of the Disclosure Statement Order, if one or more Qualified Bid(s) (as such term is defined in the Disclosure Statement Order) is



received by the Sellers on or before the Bid Deadline (as such term is defined in the Disclosure Statement Order), no later than three (3) Business Days after the Bid Deadline (as such term is defined in the Disclosure Statement Order), the Sellers shall file with the Bankruptcy Court a notice of receipt of such Qualified Bid(s) (as such term is defined in the Disclosure Statement Order) and the Sellers' proposed procedures for selecting the highest or otherwise best bid, including, but not limited to, any procedures for submitting revised bids and/or holding an auction to the extent the Sellers determine holding an auction will maximize value to the Sellers' estate.<sup>9</sup>

(b) Confirmation Order. The Sellers and Buyer shall use commercially reasonable efforts to obtain entry by the Bankruptcy Court of a Confirmation Order by no later than May 10, 2021. The Confirmation Order shall be in form and substance acceptable to the Sellers and Buyer. The Sellers acknowledge and agree, and the Confirmation Order shall provide that, on the Closing Date and concurrently with the Closing, all then existing or thereafter arising Liabilities and Encumbrances of, against or created by the Sellers or their bankruptcy estates, shall be fully released from and with respect to the Acquired Interests, which shall be transferred to Buyer free and clear of all Encumbrances (other than Permitted Encumbrances (except for the Fieldwood U.A. Interests and the JV Interests, which shall not have any Permitted Encumbrances)) and Retained Liabilities and Buyer shall at Closing be required to assume the Assumed Liabilities as set forth hereunder. The Sellers and Buyer covenant and agree that if the Confirmation Order is entered, they will pursue the transactions contemplated by the Confirmation Order and in this Agreement. The Sellers shall use commercially reasonable efforts to cause the Confirmation Order to provide either that (a) the Sellers have complied with the requirements of any applicable Law relating to bulk sales and transfer or (b) compliance with applicable Law relating to bulk sales and transfers is not necessary or appropriate under the circumstances. Buyer agrees that it will take commercially reasonable efforts to take such actions as are reasonably requested by the Sellers to assist in obtaining entry of the Confirmation Order.

(c) Reasonable Efforts. The Sellers shall use commercially reasonable efforts to (i) obtain entry of the Disclosure Statement Order, (ii) promptly commence solicitation on the Plan upon entry of the Disclosure Statement Order, and (iii) (A) facilitate the solicitation, confirmation and consummation of the Plan and the transactions contemplated hereby, (B) obtain entry of the Confirmation Order and (C) consummate the Plan.

(d) Bankruptcy Filings.

(i) During the Interim Period, the Sellers shall deliver to Buyer copies of all pleadings, motions, notices, statements, schedules, applications, reports and other papers that relate, in whole or in part, to this Agreement and the transactions contemplated hereby at least two (2) Business Days prior to the date when the Sellers intend to file any such pleading or other document (*provided*, that if delivery of such motions, orders or materials (other than the Plan, the disclosure statement, a disclosure statement order, the Confirmation Order or adequate protection order) at least two (2) Business Days in advance is not reasonably practicable, such motion, order or material shall be delivered as soon as reasonably practicable prior to filing) for Buyer's prior review and comment, and the

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<sup>9</sup> Note to Draft: Under discussion with the Debtors.



Sellers shall consult in good faith with Buyer regarding the form and substance of such filings to the extent they are related to the Acquired Interests, any Assumed Liabilities or the transactions contemplated hereby, including any of Buyer's rights or obligations hereunder. The Parties shall use commercially reasonable efforts to consult and cooperate regarding (i) any such pleadings, motions, notices, statements, schedules, applications, reports or other papers, (ii) any discovery taken in connection with seeking entry of the Confirmation Order (including any depositions) and (iii) any hearings relating to the Confirmation Order, including the submission of any evidence, including witness testimony, in connection with such hearing. The Sellers agree to diligently prosecute the entry of the Confirmation Order as provided herein. During the Interim Period (subject to Section 6.4), the Sellers shall not take any action that is intended to (or is reasonably likely to), or fail to take any action the intent (or reasonably likely result) of which failure to act is to, result in the reversal, voiding, modification or staying of the Confirmation Order, or this Agreement.

(ii) In the event the entry of the Disclosure Statement Order, the Confirmation Order, or any other order reasonably necessary in connection with the transactions contemplated by this Agreement is appealed, the Sellers shall use commercially reasonable efforts to defend such appeal.

(e) Cooperation with Plan Administrator. In accordance with the terms of the Plan, the Parties agree that they shall use commercially reasonable efforts to cooperate with the Plan Administrator (as defined in the Plan) and each other, in relation to the Parties' respective activities and obligations under the Plan, including by providing reasonable, good-faith access to personnel, systems, and books and records and their respective personnel and consulting with each other to avoid duplication of effort.

#### 6.7 Assumption and Assignment of Contracts.

(a) No later than twenty eight (28) days prior to the Designation Deadline, the Sellers shall provide to Buyer a list of all 365 Contracts and the Sellers' good faith estimate of Cure Costs associated with each such 365 Contract (the "**365 Schedule**"). The Sellers may amend or supplement the 365 Schedule from time to time to add or remove any 365 Contract inadvertently included or excluded from such 365 Schedule or to amend, based on the Sellers' good faith calculation of the Cure Costs, any proposed Cure Costs set forth in such 365 Schedule and shall provide Buyer written notice thereof. No later than fourteen (14) days prior to the Designation Deadline, Buyer shall designate in writing which 365 Contracts from the 365 Schedule Buyer desires to be assumed by the Sellers and assigned to Buyer (collectively, and as further modified by Buyer pursuant to the provisions of this Section 6.7, the "**Assigned 365 Contracts**" and Buyer's designated list of Assigned 365 Contracts, the "**Assigned 365 Contracts List**").

(b) Promptly following the receipt of Buyer's initial designation of the Assigned 365 Contracts pursuant to Section 6.7(a) (to the extent not previously filed) and by no later than the Designation Deadline, the Sellers shall file the Assigned 365 Contracts List with the Bankruptcy Court and deliver a written notice of the proposed assignments of the Assigned 365 Contracts and the proposed Cure Costs for each Assigned 365 Contract (consistent with the Sellers' good faith estimates set forth on the 365 Schedule) to all non-debtor parties of the

Assigned 365 Contracts, which notice shall notify each non-debtor party to such Assigned 365 Contract of (i) the proposed Cure Cost for such Assigned 365 Contract and (ii) an objection deadline for such non-debtor party to object to the proposed assumption and assignment and proposed Cure Cost.

(c) Notwithstanding anything herein to the contrary, Buyer may, from time to time, in its sole discretion revise the Assigned 365 Contracts List at any time prior to 5:00 p.m. (prevailing Central Time) on the date that is seven (7) days before the Confirmation Hearing (or such other time as agreed in writing between the Sellers and the applicable counterparty to a 365 Contract) (the “**Designation Deadline**”) by (x) subtracting therefrom any Assigned 365 Contract, and any 365 Contract so removed shall no longer be considered Assigned 365 Contracts for purposes of this Agreement or (y) adding thereto any 365 Contract, and any 365 Contract so added will be an Assigned 365 Contract for the purposes of this Agreement; *provided* that if the Confirmation Hearing is adjourned or continued, such amendment right shall be extended to 5:00 p.m. (prevailing Central Time) on the date that is seven (7) days before the rescheduled or continued Confirmation Hearing, and this provision shall apply in the case of any and all subsequent adjournments and continuances of the Confirmation Hearing. The Sellers shall promptly file on the docket in the Bankruptcy Cases and serve on the affected non-Debtor counterparty(ies) a notice of any actions taken by Buyer pursuant to the preceding sentence pursuant to and in accordance with the Disclosure Statement Order. Subject to the preceding sentences, all 365 Contracts of the Sellers that are listed on the 365 Schedule and which Buyer does not designate in writing for assumption and assignment shall not be considered Assigned 365 Contracts or Acquired Interests and shall automatically be deemed “**Excluded Contracts**,” *provided, however*, that Buyer may not exclude from the Assigned 365 Contracts any 365 Contract that is set forth on **Schedule 6.7(g)**.

(d) Each of each Seller and Buyer, as applicable, shall use commercially reasonable efforts to assign or cause to be assigned, the Assigned 365 Contracts to Buyer, including, if necessary, taking all actions required by the Bankruptcy Court to obtain a Final Order containing a finding that the proposed assumption and assignment of the Assigned 365 Contract to Buyer satisfies all applicable requirements of Section 365 of the Bankruptcy Code. If the Sellers are successful in effecting such assumption as of or before the Closing, such Lease, Easement or Contract shall become an Assigned 365 Contract and transferred and conveyed to Buyer.

(e) On the Closing Date, immediately following payment by Buyer of the Cash Portion, the Sellers shall pay all undisputed Cure Costs with respect to the Assigned 365 Contracts.

(f) Buyer shall provide adequate assurance of future performance of all of the Assigned 365 Contracts so that all Assigned 365 Contracts can be assumed by the Sellers and assigned to Buyer at the Closing in accordance with the provisions of Section 365 of the Bankruptcy Code and this Agreement, and Buyer acknowledges that such cooperation may require Buyer to provide reasonably necessary information regarding Buyer and its Subsidiaries, as well as a commitment of performance by Buyer and/or its Subsidiaries with respect to the Assigned 365 Contracts from and after the Closing to demonstrate adequate assurance of the performance of the Assigned 365 Contracts, and the Sellers’ obligation to assume and assign such Assigned 365 Contracts is subject to Buyer providing such adequate assurance of future performance.

(g) Notwithstanding anything in this Agreement to the contrary, including Section 6.7(c) above, the Contracts set forth on Schedule 6.7(g) shall at all times constitute Assigned 365 Contracts and shall be assigned to Buyer at the Closing.<sup>10</sup>

(h) Notwithstanding anything to the contrary in this Agreement, no Seller (i) shall agree to, settle or compromise any dispute with respect to, the amount of Cure Costs in respect of any Assigned 365 Contract without the prior written approval of Buyer in its sole discretion or (ii) shall, without the prior written consent of Buyer in its sole discretion, reject or move to reject (A) any 365 Contracts prior to the Designation Deadline or (B) any Assigned 365 Contract (whether before or after the Designation Deadline).

(i) Notwithstanding anything in this Section 6.7 to the contrary, Buyer may not, except with the prior written consent of the Sellers, designate any 365 Contract as an Assigned 365 Contract to the extent that such 365 Contract is identified on Exhibit I-F of the Plan of Merger (except to the extent constituting Applicable Shared Asset Interests).

## 6.8 Employee Matters.

(a) Offers and Terms of Employment. All Seller Employees (including those on leave of absence or disability) identified by the Sellers on the updated list provided pursuant to Section 6.1(a)(vii) shall be offered employment by Buyer or its Affiliate no later than five (5) days prior to the Closing Date, in each case, such employment to be effective as of the Closing Date; *provided, however*, that neither Buyer nor any of its Affiliates shall be required to make an offer of employment to any Section 6.8 Employee unless Buyer and Seller mutually agree that Buyer shall offer employment to such Section 6.8 Employee. Each offer of employment made by Buyer or its Affiliates to a Seller Employee, as applicable, shall be effective as of the Closing Date and shall contain terms and conditions of employment substantially comparable in the aggregate to the terms and conditions of employment provided by the Sellers immediately prior to the Closing Date with respect to such Seller Employee, *provided* each such offer shall include (i) at least the same level of base salary or wage rate (based on pre-COVID-19 salary or wage rate without regard to any reduction), (ii) for substantially all such Seller Employees, at least the same annual cash incentive compensation opportunity and (iii) substantially similar employee benefits. For purposes of this Agreement, any individual who becomes employed by Buyer in accordance with this Section 6.8 is referred to as a “***Transferred Employee.***”

(b) Liabilities. Effective as of the Closing, (i) Buyer shall, or shall cause an Affiliate of Buyer to, assume or retain, as the case may be, any and all Liabilities (contingent or otherwise) relating to, arising out of, or resulting from the employment or services, or termination of employment services, of any Transferred Employee, accrued and unpaid bonuses, accrued and unused vacation, sick days and paid time off and any workers’ compensation claims against any Seller or its Affiliates, irrespective of when such claims are made (and Buyer shall or shall cause an Affiliate of Buyer to pay the applicable Transferred Employees the unpaid portion of any Transferred Employee’s accrued annual bonus for the calendar year in which the Closing occurs

<sup>10</sup> Note to Draft: Schedule 6.7(g) to include the McCarroll agreements and, subject to Buyer’s review of Schedule 6.7(g), any agreements related to the Co-Owned Assets that are required to be conveyed in connection with the assignment of the Co-Owned Assets.

at the time such bonuses are paid to such Transferred Employees in the ordinary course consistent with past practice) and (ii) the Sellers shall, or shall cause their Affiliates to assign to Buyer, and Buyer shall, or shall cause an Affiliate of Buyer, to assume, (A) sponsorship of the Fieldwood Energy Health & Welfare Benefit Plan, including any and all Liabilities (contingent or otherwise) relating to, arising out of, or resulting from the operation of the Fieldwood Energy Health & Welfare Benefit Plan, and Buyer shall be, or shall cause an Affiliate to be, responsible for all claims whenever incurred under the Fieldwood Energy Health & Welfare Benefit Plan, including any claims incurred prior to the Closing but not yet reported and any claims reported prior to Closing but which have not yet been processed, (B) sponsorship of the Fieldwood Energy LLC 401(k) Plan, including any and all Liabilities (contingent or otherwise) relating to, arising out of, or resulting from the operation of the Fieldwood Energy LLC 401(k) Plan, and (C) each other Assumed Employee Plan, including any and all Liabilities (contingent or otherwise) relating to, arising out of, or resulting from the operation of each Assumed Employee Plan; *provided* that except as otherwise set forth in Section 6.8(c), in no event shall Buyer or any of its Affiliates assume any Liabilities relating to bonuses, severance or workers' compensation claims for any current or former employee of any Seller or any of its Affiliates other than a Transferred Employee and all such Liabilities shall be Retained Liabilities.

(c) Severance. With respect to any Seller Employee who Sellers and Buyer mutually agree shall not be offered employment by Buyer and who shall not become a Transferred Employee, Sellers shall provide severance payments (subject to executing a general employment release in favor of Sellers and Buyer) in such amount as mutually determined by Sellers and Buyer, which amount shall in no event exceed two (2) months of base salary ("***Employee Severance***"). Employee Severance shall be paid by Sellers to each such Seller Employee in the ordinary course through the Closing. Buyer shall, and shall cause its Affiliates to, be liable for and provide to each such Seller Employee any portion of the unpaid Employee Severance that otherwise becomes due and payable following the Closing.

(d) Credit for Service. Buyer shall, and shall cause its Affiliates to, credit Transferred Employees for service earned on and prior to the Closing Date with the Sellers and their Affiliates or predecessors to the extent that such service would be credited pursuant to the applicable Employee Plan, in addition to service earned with Buyer and its Affiliates on or after the Closing Date to the extent that service is relevant for purposes of eligibility, vesting, paid-leave entitlement or the calculation of benefits under any employee benefit plan, program or arrangement of Buyer or any of its Affiliates for the benefit of the Transferred Employees on or after the Closing Date, but not for the purposes of benefit accrual under any defined benefit pension plan; *provided, however*, that nothing herein shall result in a duplication of benefits with respect to the Transferred Employees.

(e) Pre-existing Conditions; Coordination. Buyer shall, and shall cause its Affiliates to, waive any pre-existing condition or actively at work limitations, evidence of insurability and waiting periods for the Transferred Employees and their eligible spouses and dependents under any employee benefit plan, program or arrangement of Buyer or any of its Affiliates for the benefit of the Transferred Employees on or after the Closing Date. Buyer shall, and shall cause its Affiliates to credit for purposes of determining and satisfying annual deductibles, co-insurance, co-pays, out-of-pocket limits and other applicable limits under the comparable health plans and arrangements offered to Transferred Employees, deductibles, co-

insurance, co-pays and out-of-pocket expenses paid by Transferred Employees and their respective spouses and dependents under the Sellers or any of their respective Affiliates' health plans in the calendar year in which the Closing Date occurs.

(f) Accrued Vacation. Buyer or its Affiliates shall provide each Transferred Employee with credit for the same number of vacation, sick days and personal days such Transferred Employee has accrued but not used in the calendar year in which the Closing Date occurs; *provided*, that to the extent required by applicable Law, such amount shall be paid by Buyer or its Affiliates to the applicable Transferred Employee in cash. In the event that a Transferred Employee is unable to use such carried over vacation and sick days within the calendar year in which the Closing Date occurs, Buyer or its Affiliates shall allow such Transferred Employee to carry over such vacation and sick days to be used in the subsequent calendar year solely to the extent that such Transferred Employee would have had the same right to carry over such vacation and sick days pursuant to the policies of the Seller or its Subsidiaries as of the date hereof.

(g) COBRA. On the Closing Date, the Sellers and their Affiliates shall cease to provide health and welfare coverage to each Seller Employee and his or her covered dependents and beneficiaries, and Buyer or its Affiliate shall commence providing such coverage to Transferred Employees and his or her covered dependents and beneficiaries. Buyer and its "buying group" (as defined in Treasury Regulation Section 54.4980B-9, Q&A-2(c)) shall be solely responsible for providing continuation coverage under COBRA to those individuals who are or become M&A qualified beneficiaries (as defined in Treasury Regulation Section 54.490B-9, Q&A-4(a)) with respect to the transactions contemplated by this Agreement. Buyer and its Affiliates shall provide coverage required by COBRA to Transferred Employees and their eligible dependents or beneficiaries under group health plans maintained by Buyer or an Affiliate of Buyer with respect to qualifying events occurring on and after the Closing Date.

(h) Tax Reporting. Buyer shall adopt the "*alternate procedure*" for preparing and filing IRS Forms W-2 (Wage and Tax Statements), as described in Revenue Procedure 2004-53. Under this procedure, Buyer as the successor employer shall provide Forms W-2 to Transferred Employees reflecting all wages paid and Taxes withheld with respect to such Transferred Employees for the calendar year in which the Closing Date occurs. The Sellers as the predecessor employer shall have no employment tax reporting responsibilities for the Transferred Employees following the Closing Date. Buyer shall also adopt the "*alternate procedure*" of Revenue Procedure 2004-53 for purposes of IRS Forms W-4 (Employee's Withholding Allowance Certificate) and W-5 (Earned Income Credit Advance Payment Certificate).

(i) No Third Party Beneficiaries. Without limiting the generality of Section 12.5, no provision of this Section 6.8 shall (i) be treated as an amendment of, or undertaking to amend, any benefit plan, (ii) obligate Buyer or the Sellers to retain the employment of any particular employee or (iii) confer any rights or benefits on any Third Person beneficiary or create any Third Person beneficiary or other rights in any current or former employee, independent contractor or other service provider (including any beneficiary or dependent thereof) of any Seller in respect of continued employment (or resumed employment) with either Buyer or any of, its Affiliates and no provision of this Section 6.8 shall create any rights in any such Persons in respect of any benefits that may be provided, directly or indirectly, under any Employee Plan or any plan or arrangement that may be established by Buyer or any of its Affiliates, including as to the level



or duration of compensation or benefits. No provision of this Agreement shall constitute a limitation on rights to amend, modify or terminate after the Closing Date any such plans or arrangements of the Sellers, Buyer or any of their respective Affiliates.

6.9 [Reserved].

6.10 Certain Agreements. The Sellers will obtain assignment of, or replacement agreements with respect to, the Specified Section 6.10 Contract(s) prior to or at the Closing (with any replacement agreement being on substantially the same terms as the Specified Section 6.10 Contract(s) being replaced); *provided* that Buyer understands and agrees that this Section 6.10 will not require Sellers to enter into any settlement, undertaking or agreement, undertake any obligation, or pay any consideration, in each case, with or to any third party, other than, to the extent required to be paid prior to the Closing, if so requested by Buyer, Sellers paying in cash any such consideration requested by such third party.

6.11 Transfer Orders; Letters in Lieu. Prior to the Closing, the Sellers shall deliver to Buyer completed transfer orders or letters in lieu thereof, directing all purchasers of production to make payment to Buyer of proceeds attributable to Hydrocarbons constituting Acquired Interests effective as of the Closing.

6.12 Taxes.

(a) To the extent not exempt under the Confirmation Order or Section 1146 of the Bankruptcy Code, Buyer shall assume responsibility for, and shall bear and pay, all Transfer Taxes (if any) incurred or imposed with respect to the conveyance of the Acquired Interests to Buyer; *provided* that if any such Transfer Taxes are due prior to the Closing the Sellers shall assume responsibility for, and shall bear and pay such Transfer Taxes. The Party required by applicable Law to file Tax Returns with respect to Transfer Taxes shall prepare and file such Tax Returns or other documents and the non-preparing Party shall cooperate therewith.

(b) The Sellers shall timely file or cause to be timely filed when due all Tax Returns that are required to be filed by or with respect to Fieldwood U.A. on or prior to the Closing Date and all Tax Returns that are required to be filed by the Sellers under applicable Law with respect to the Acquired Interests (including any Tax Returns reporting any Property-Related Taxes and Production Taxes) and, in each case, all such Tax Returns shall be prepared and filed in a manner consistent with past practice. In each case, the Sellers shall remit or cause to be remitted any Taxes shown as due on such Tax Returns. Buyer shall timely file or cause to be timely filed when due (taking into account all extensions properly obtained) all other Tax Returns that are required to be filed by or with respect to Fieldwood U.A. and the Acquired Interests after the Closing Date and shall pay any Taxes shown as due on such Tax Returns. The Sellers shall reimburse Buyer for (A) Retained Taxes which are remitted in respect of any Tax Return to be filed by Buyer pursuant to this Section 6.12 or (B) Retained Taxes in respect of any Tax Return to be filed by the Sellers under this Section 6.12(b) which have not been paid by the Sellers and for which a taxing authority seeks payment from Buyer, in each case, up to the amount reserved for such Retained Taxes in determining the Effective Date Cash Obligations Amount, no later than ten (10) days after Buyer's written request therefor.



(c) For purposes of this Agreement, in the case of a Straddle Period, (x) all Property-Related Taxes and any exemptions, allowances and deductions with respect to such Taxes shall be allocated between the Pre-Closing Tax Period and the Post-Closing Tax Period based on the number of days of such Straddle Period included in the Pre-Closing Tax Period and the number of days of such Straddle Period included in the Post-Closing Tax Period, (y) all Production Taxes shall be allocated between the Pre-Closing Tax Period and the Post-Closing Tax Period based upon the period during which the applicable production occurred, and (z) all other Taxes shall be allocated between the Pre-Closing Tax Period and the Post-Closing Tax Period as if such taxable period ended as of the end of the day on the final day of the Pre-Closing Tax Period.

(d) Property-Related Taxes and Production Taxes shall be timely paid, and all applicable filings, reports and returns shall be filed as provided by applicable Law.

(e) All Tax Sharing Agreements between the Sellers and any Affiliates of the Sellers, on the one hand, and Fieldwood U.A., Fieldwood Mexico or any Subsidiary thereof, on the other hand, will terminate as to Fieldwood U.A., Fieldwood Mexico and any Subsidiary thereof prior to the Closing Date and Fieldwood U.A., Fieldwood Mexico and such Subsidiary will not have any liability thereunder on or after the Closing Date.

(f) Each Seller, on the one hand, and Buyer, on the other hand, will provide each other with such cooperation and information as either of them reasonably may request of the other in filing any Tax Return, claiming any refund of Taxes, determining a Liability for Taxes or a right to a refund of Taxes, or conducting any audit or other proceeding in respect of Taxes. Such cooperation and information shall include providing copies of relevant Tax Returns or portions thereof, together with accompanying schedules, related work papers and documents relating to rulings and other determinations by Governmental Authorities. Any information obtained under this Section 6.12 shall be kept confidential except as may be otherwise necessary in connection with the filing of Tax Returns or claims for refund or in conducting any audit or other proceeding.

6.13 Commercially Reasonable Efforts. Subject to the terms and conditions of this Agreement, and subject to the Bankruptcy Code and any orders of the Bankruptcy Court, and without limiting any other provision of this Agreement (including Section 6.5(c)), Buyer and the Sellers each agree to use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable to cause the conditions precedent to Closing set forth in Article VII to be satisfied and to consummate the transactions; *provided that* the Parties understand and agree that the commercially reasonable efforts of any Party shall not be deemed to include, except as expressly set forth in this Agreement, entering into any settlement, undertaking, consent decree, stipulation or agreement with any Governmental Authority in connection with the transactions contemplated hereby; *provided, further that* this Section 6.13 shall not (a) limit or affect the obligation of any Party to perform any of its other obligations and covenants expressly set forth in this Agreement or (b) require any Party to incur any obligations or pay any fees or amounts to third parties not otherwise required under this Agreement or the Plan.

6.14 Insurance Policies. Effective at or prior to Closing, the Sellers shall cause Buyer to be named as an 'additional insured' with respect to each insurance policy held by the Sellers which provides coverage with respect to any of the Acquired Interests (excluding, for the

avoidance of doubt, any director and officer insurance policies). The Sellers shall maintain such insurance policies in full force and effect until the expiration of their terms, and shall cooperate in good faith with Buyer in connection with any claim made by Buyer under any such policy. The Sellers shall not have any obligation to renew any such insurance policies following the expiration of their terms, and from and after such expiration, Buyer will be solely responsible for maintaining such insurance as Buyer deems reasonable with respect to the Acquired Interests.

6.15 Novation of Hedges. Buyer shall use commercially reasonable efforts to cause the Hedges to be novated to Buyer at Closing, and the Sellers shall reasonably cooperate with Buyer in connection with such novation; *provided* that (a) to the extent that the total volume of production hedged as of the Closing with respect to the Hedges exceeds 45,000 Boepd, Buyer may elect to (but is not required pursuant to this Section 6.15 to) use commercially reasonable efforts to novate such excess (or any portion thereof) to Buyer at Closing; (b) Buyer shall be solely responsible for any credit support or other requirements in connection with such novation; and (c) the Sellers shall not be required to pay any consideration or undertake any obligation in connection with such novation.

6.16 Qualification. Prior to the Closing, Sellers (and their respective officers and employees) will provide commercially reasonable assistance to Buyer with respect to Buyer obtaining such qualifications as are necessary to own and, where applicable, to assume operatorship of, the Acquired Interests in all jurisdictions where the Acquired Interests are located.

6.17 Settlements with Governmental Authorities. From the date hereof until the Closing, none of any Seller nor any of its Affiliates shall make or enter into any material non-ordinary course stipulation, settlement or other agreement with any Governmental Authority (each, a “**Governmental Settlement Agreement**”) that is not in form and substance acceptable to Buyer. The Sellers shall pay all amounts due and payable under any Governmental Settlement Agreement executed by any Seller or any of its Affiliates prior to the Closing.

6.18 Operator Forms. By no later than ten (10) days after the Execution Date, the Sellers shall have sent all applicable Third Persons all designation of operator forms (Form BOEM – 1123) designating Buyer as operator (along with all corresponding OSFR forms) with respect to each Lease or portion thereof as to which any Seller is the designated operator as of the date hereof, and Sellers shall use reasonable best efforts to obtain such executed forms from such Third Persons prior to the Closing.

6.19 [Reserved].

6.20 Bonds and Insurance. To the extent required by applicable state and federal Governmental Authorities (and subject to compliance by the Sellers with their respective covenants under this Agreement) in connection with the transactions contemplated by this Agreement, as of the Closing or promptly thereafter (and in any case within ten (10) Business Days of the Closing) Buyer and/or Buyer 2, as applicable, will have the lease bonds, area-wide bonds and surety bonds or insurance policies set forth on **Schedule 6.20**, in each case to the extent required by and in accordance with the requirements of such Governmental Authorities.

6.21 [New Equity Interests]. Buyer shall, or shall cause (a) the Credit Bid and Release New Equity Interests and the Equity Rights Offering New Equity Interests (if and when authorized pursuant to an order of the Bankruptcy Court) to be received by the holders of Allowed FLTL Secured Claims (as defined in the Plan) on the Effective Date in accordance with the Plan and (b) the Credit Bid and Release Rights (if and when authorized pursuant to an order of the Bankruptcy Court) to be received by the holders of Allowed FLTL Secured Claims (as defined in the Plan) in accordance with the Plan.]<sup>11</sup>

6.22 Employment Agreements. Buyer shall, in good faith, negotiate the terms of an employment agreement (each, an “*Employment Agreement*”) with each of the Seller Employees identified on Schedule 6.22 from and after the date hereof. If terms of an Employment Agreement are mutually agreed between Buyer and a Seller Employee prior to Closing, then at (or immediately following) the Closing Buyer shall enter into an Employment Agreement with each such Seller Employee.

## ARTICLE VII CONDITIONS PRECEDENT TO CLOSING

7.1 Conditions Precedent of the Parties. The obligations of the Sellers, Buyer and Buyer 2 to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing, of each of the following conditions:

(a) no applicable Law shall prohibit the transactions contemplated hereby or the consummation of the Closing and no suit, action or proceeding shall be pending or threatened before any court or arbitration tribunal seeking to enjoin, restrain, prohibit or declare illegal the transactions contemplated by this Agreement;

(b) no injunction, order, decree or judgment that restrains, enjoins or prohibits the transactions contemplated in this Agreement shall be in effect;

(c) any applicable waiting period under the HSR Act relating to the transactions contemplated hereby shall have expired or been terminated;

(d) the Bankruptcy Court shall have entered the Disclosure Statement Order and the Confirmation Order and each such order shall be a Final Order;

(e) each of the conditions precedent to the Effective Date shall have been satisfied (or shall become effective concurrent with the Closing Date hereunder) or waived in accordance therewith; and

(f) (i) the Credit Bid and Release New Equity Interests and the Equity Rights Offering New Equity Interests (if and when authorized pursuant to an order of the Bankruptcy Court) shall have been, or will be on the Effective Date, received by the holders of Allowed FLTL Secured Claims (as defined in the Plan) in accordance with the Plan and (ii) the Credit Bid and

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<sup>11</sup> Note to Draft: Subject to review of Equity Rights Offering procedures/obligations of Buyer to issue equity upon exercise of Credit Bid and Release Rights.

Release Rights (if and when authorized pursuant to an order of the Bankruptcy Court) shall have been received by the holders of Allowed FLTL Secured Claims (as defined in the Plan) in accordance with the Plan.

7.2 Sellers' Conditions Precedent. The obligation of the Sellers to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing, of each of the following conditions:

(a) the representations and warranties of Buyer and Buyer 2 set forth in this Agreement shall be true and correct, as of the date hereof and as of the Closing Date, as if made at and as of such date (other than any representation and warranty expressly made as of a specific earlier date, which shall have been true and correct as of such earlier date), except for those failures to be true and correct that, individually or in the aggregate, would not adversely affect in any material respect the ability of Buyer and Buyer 2 to consummate the transactions contemplated by this Agreement;

(b) Each of Buyer and Buyer 2 shall have performed and fulfilled in all material respects each covenant, agreement and condition required by this Agreement to be performed or fulfilled by Buyer or Buyer 2, as applicable, at or before the Closing;

(c) the Effective Date Cash Obligations Amount shall have been agreed in amounts acceptable to Sellers acting in good faith; and

(d) Each of Buyer and Buyer 2 shall have executed and delivered all documents required to be executed and delivered by Buyer or Buyer 2, as applicable, as set forth in Section 9.2.

The foregoing conditions of this Section 7.2 are for the sole benefit of the Sellers and may be waived by the Sellers, in whole or in part, at any time and from time to time in the sole discretion of the Sellers. The failure by the Sellers at any time to exercise any of their rights hereunder shall not be deemed a waiver of any such right and each such right shall be deemed an ongoing right which may be asserted at any time and from time to time.

7.3 Buyers' Conditions Precedent. The obligation of Buyer and Buyer 2 to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing, of each of the following conditions:

(a) (i) each of the Fundamental Representations of each Seller shall be true and correct in all respects, except for *de minimis* inaccuracies, as of the date hereof and as of the Closing Date, as if made at and as of such date (other than any representation and warranty expressly made as of a specific earlier date, which shall have been true and correct as of such earlier date), (ii) the representations and warranties of each Seller set forth in each of Section 4.22(a), Section 4.32 and Section 4.33 shall (disregarding any qualifications or exceptions set forth therein relating to Material Adverse Effect or "materiality" or any similar qualification or standard) be true and correct in all material respects, as of the date hereof and as of the Closing Date, as if made at and as of such date (other than any representation and warranty expressly made as of a specific earlier date, which shall have been true and correct in all material respects as of such earlier date), and (iii) all other representations and warranties of each Seller set forth in Article IV

of this Agreement shall (disregarding any qualifications or exceptions set forth therein relating to Material Adverse Effect or “materiality” or any similar qualification or standard) be true and correct, as of the date hereof and as of the Closing Date, as if made at and as of such date (other than any representation and warranty expressly made as of a specific earlier date, which shall have been true and correct as of such earlier date) except in the case of this clause (iii), for those failures to be true and correct that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;

(b) each Seller shall have performed and fulfilled in all material respects each covenant, agreement and condition required by this Agreement to be performed or fulfilled by such Seller at or before the Closing;

(c) each Seller shall have executed and delivered all documents required to be executed and delivered by such Seller as set forth in Section 9.2;

(d) no Default or Event of Default (each as defined in the DIP Credit Agreement) under the DIP Credit Agreement shall have occurred and be continuing;

(e) the Restructuring Support Agreement shall not have been terminated with respect to any party thereto;

(f) the conditions precedent under the Backstop Commitment Letter shall have been satisfied or waived;

(g) the Plan confirmed by the Confirmation Order shall be in substantially the same form and substance as the plan filed by the Debtors on [•], at Docket No. [•] in the Bankruptcy Court, as may be amended, modified or supplemented from time to time in accordance with the Restructuring Support Agreement or as otherwise consented to by or on behalf of Buyer;

(h) at least five (5) Business Days prior to the Closing Date, the Bankruptcy Court shall have approved and authorized the assumption and assignment of each material Assigned 365 Contract pursuant to Section 365 of the Bankruptcy Code through entry of an order that shall have become a Final Order and all such material Assigned 365 Contracts shall have been duly assigned to Buyer at or prior to the Closing;

(i) all Assigned 365 Contracts that require novation and are set forth on Schedule 7.3(i) will have been novated to Buyer;

(j) the estimated amount of Allowed Specified Administrative Expense Claims at any time are projected by the Sellers not to exceed the Toggle Amount (as defined in the Plan), or, upon the occurrence of the Toggle Date, such other amount as determined by the Majority Backstop Parties (as defined in the Backstop Commitment Letter) in their sole and absolute discretion;

(k) the aggregate Allocated Values of all Acquired Interests treated as Delayed Assets pursuant to Section 2.3(b), Section 2.4 and Section 2.5, together with the aggregate Allocated Values of all Acquired Interests with respect to which a bona fide Preferential Right is validly exercised prior to the Closing, shall not be greater than \$100,000,000;

(l) all Governmental Approvals set forth on **Schedule 7.3(l)** shall have been obtained and delivered to Buyer and such Governmental Approvals shall be in full force and effect;

(m) since the Execution Date, no Material Adverse Effect (or any result, event, occurrence, change, circumstance, consequence or development that, individually or in the aggregate, would reasonably be expected to result in a Material Adverse Effect) shall have occurred;

(n) any agreements between Buyer and the Plan Administrator shall be reasonably acceptable to Buyer;

(o) Buyer shall have obtained all qualifications required to assume operatorship of the Leases operated by a Seller as of immediately prior to the Closing in all jurisdictions where such Leases are located, all of which qualifications shall be in full force and effect;

(p) the Sellers shall have delivered to Buyer a fully executed copy of the Fourth Amendment to Office Sublease;

(q) the Effective Date Cash Obligations Amount shall have been agreed in amounts acceptable to Buyer acting in good faith; and

(r) the Sellers shall have delivered to Buyer a duly executed letter agreement, or the Bankruptcy Court shall have entered an order which shall have become a Final Order, in each case in a form reasonably acceptable to Buyer, providing that Buyer is not a “successor” or “assign” of Sellers under the NPA.

The foregoing conditions of this Section 7.3 are for the sole benefit of Buyer and Buyer 2 and may be waived by Buyer or Buyer 2, as applicable, in whole or in part, at any time and from time to time in the sole discretion of Buyer and Buyer 2. The failure by Buyer or Buyer 2 at any time to exercise any of its rights hereunder shall not be deemed a waiver of any such right and each such right shall be deemed an ongoing right which may be asserted at any time and from time to time.

## ARTICLE VIII RIGHT OF TERMINATION AND ABANDONMENT

8.1 Termination. This Agreement may be terminated by written notice at any time before the Closing:

- (a) by mutual written consent of the Sellers and Buyer;
- (b) by the Sellers, on one hand, or by Buyer, on the other hand:

(i) if the Closing shall not have been consummated on or before June 30, 2021 (as such date may be extended by mutual written agreement of the Parties, the “**End Date**”); *provided* that the right to terminate this Agreement pursuant to this Section 8.1(b)(i) shall not be available to any Party (A) who is then in material breach of any of its material agreements, covenants, representations or warranties contained herein or (B)



whose breach of any provision of this Agreement is the proximate cause of the failure of the Closing to be consummated before the End Date;

(ii) if there shall be any applicable Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or if consummation of such transactions would violate any Final Order of any Governmental Authority having competent jurisdiction;

(iii) for any reason, Buyer is unable, pursuant to Section 363(k) or Section 1123(a) of the Bankruptcy Code, to credit bid in payment of all or any portion of the Consideration as set forth in Section 2.1 (other than the Assumed Liabilities);

(iv) the Bankruptcy Court shall have entered an order dismissing, or converting into cases under Chapter 7 of the Bankruptcy Code, any of the cases commenced by the Sellers under Chapter 11 of the Bankruptcy Code and comprising part of the Bankruptcy Cases; or

(v) any of the Sellers shall have entered into any agreement with respect to any Alternative Transaction (consistent with the fiduciary duties of the officers and directors of the Sellers) or if the Bankruptcy Court shall have approved any such Alternative Transaction;

(c) by Buyer if:

(i) the Sellers shall have breached any of their representations and warranties, or shall have failed to perform or comply with any of their covenants and agreements contained in this Agreement and such breach or failure to perform or comply (A) would result in the Sellers being unable to satisfy a condition set forth in Section 7.3 and (B) is not cured within ten (10) Business Days after Buyer notifies the Sellers of such breach or failure to perform or comply in writing; *provided*, that Buyer shall not have a right of termination pursuant to this Section 8.1(c)(i) if Buyer is then in material breach of any of its material agreements, covenants, representations or warranties contained herein;

(ii) any of the Sellers, without the prior consent of Buyer, enter into a definitive agreement with respect to the sale of any material Acquired Interests (excluding sales of Hydrocarbons in the ordinary course of business) or any interest in any of the Leases;

(iii) the Confirmation Order shall not have been entered by the Confirmation Outside Date;

(iv) the Restructuring Support Agreement shall have been terminated with respect to any party thereto; *provided*, that the right to terminate this Agreement pursuant to this Section 8.1(c)(iv) shall not be available to Buyer if any Consenting Creditor's breach of any provision of the Restructuring Support Agreement is the proximate cause of the termination of the Restructuring Support Agreement;

(v) any Event of Default (as defined in the DIP Facility Credit Agreement) under the DIP Facility Credit Agreement shall have occurred and be continuing;

(vi) the Equity Rights Offering is not consummated;

(vii) the Disclosure Statement Order or the Confirmation Order shall have been stayed, vacated, reversed or materially modified or amended by the Bankruptcy Court or another court of competent jurisdiction at any time without the prior written consent of Buyer; or

(viii) any Seller seeks to have the Bankruptcy Court enter an order dismissing, or converting into cases under Chapter 7 of the Bankruptcy Code, any of the cases commenced by the Sellers under Chapter 11 of the Bankruptcy Code and comprising part of the Bankruptcy Cases, or if a trustee in the Bankruptcy Cases or a responsible officer or an examiner with enlarged powers is appointed (other than a fee examiner) relating to the operation of the Sellers' businesses pursuant to Section 1104 of the Bankruptcy Code, or such an order of dismissal, conversion or appointment is entered; and

(d) by the Sellers if:

(i) Buyer or Buyer 2 shall have breached any of its representations and warranties, or shall have failed to perform or comply with any of its covenants and agreements contained in this Agreement and such breach or failure to perform or comply (A) would result in Buyer or Buyer 2, as applicable, being unable to satisfy a condition set forth in Section 7.2 and (B) is not be cured within ten (10) Business Days after the Sellers notify Buyer of such breach or failure to perform or comply in writing; *provided*, that the Sellers shall not have a right of termination pursuant to this Section 8.1(d)(i) if any Seller is then in material breach of any of its material agreements, covenants, representations or warranties contained herein;

(ii) the Backstop Commitment Letter is terminated and Buyer has not, within thirty (30) days following the termination of the Backstop Commitment Letter, entered into a definitive written agreement with respect to committed financing or other arrangement in an amount at least equal to that provided by the Backstop Commitment Letter (as of the date hereof) and otherwise in form and substance reasonably acceptable to Sellers; or

(iii) the Equity Rights Offering is not consummated and Buyer has not, within thirty (30) days following the failure of the Equity Rights Offering to be consummated, entered into a definitive written agreement with respect to committed financing or other arrangement in an amount at least equal to the amount that would have been provided by the Equity Rights Offering and otherwise in form and substance reasonably acceptable to Sellers.

Each termination trigger set forth in this Section 8.1, pursuant to which this Agreement may be terminated shall be considered separate and distinct from each other such termination trigger. If more than one of the termination triggers set forth in this Section 8.1 are applicable, the applicable

Party shall have the right to choose the termination trigger pursuant to which this Agreement is to be terminated. Any Party desiring to terminate this Agreement pursuant to this Section 8.1 shall give written notice of such termination to the other Party.

8.2 Remedies. In the event of termination of this Agreement by Buyer or the Sellers pursuant to this Article VIII, this Agreement shall become null and void and have no effect and all rights and obligations of the Parties under this Agreement shall terminate without any Liability of any Party to any other Party except the provisions of this Section 8.2, Section 12.1, Section 12.8 and Annex I (and, to the extent applicable to the interpretation or enforcement of such provisions, Article XII) shall expressly survive the termination of this Agreement.

8.3 Specific Performance. The Parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy would occur in the event any provisions of this Agreement were not performed in accordance with the terms hereof (including failing to take such actions as are required hereunder in order to consummate the transactions contemplated hereby) or were otherwise breached and that the Parties shall be entitled to injunctive relief, specific performance and other equitable relief to prevent breaches (or threatened breaches) of this Agreement and to enforce specifically the performance of the provisions hereof. Any Party seeking an injunction to prevent breaches of this Agreement and to enforce specifically the provisions of this Agreement shall not be required to provide any bond or other security in connection with any such order or injunction. The rights set forth in this Section 8.3 shall, subject to Section 8.2, be in addition to any other rights which a Party may have at law or in equity pursuant to this Agreement.

## ARTICLE IX CLOSING

9.1 Date of Closing. Subject to satisfaction (or waiver by the required Party) of the conditions to Closing set forth in Article VII (other than those conditions that by their nature cannot be satisfied until the time of Closing, but subject to the satisfaction (or waiver by the requisite Party) of those conditions), the Closing shall occur on the Effective Date (the “**Closing Date**”). Notwithstanding the foregoing, the parties hereto may agree in writing to such other date or time for Closing to take place and such other date or time shall be the “**Closing Date**” as such term is defined herein. The Closing shall take place through electronic means of communication on the Closing Date.

9.2 Closing Obligations. At Closing, the Parties (as applicable) shall take, or cause to be taken, the following actions, each being a condition precedent to the others and each being deemed to have occurred simultaneously with the others:

(a) The Sellers and Buyer shall deliver to one another duly executed counterpart signature pages to each Transfer Document to which they are a party, in sufficient numbers of duly executed and acknowledged original counterparts to facilitate, to the extent appropriate, recording in all relevant jurisdictions;

(b) The Sellers shall deliver to Buyer the JV Assignment Agreements duly executed by the applicable Sellers;

(c) Buyer and Buyer 2 shall deliver a duly executed counterpart to the Release Document;

(d) The Sellers shall deliver to Buyer a certificate, dated and effective as of the Closing Date, executed by an authorized officer of each Seller, certifying to Buyer that, on the Closing Date, the conditions set forth in Section 7.3(a) and Section 7.3(b) have been satisfied;

(e) Buyer shall deliver to the Sellers a certificate, dated and effective as of the Closing Date, executed by an authorized officer of each of Buyer and Buyer 2, certifying to the Sellers that, on the Closing Date, the conditions set forth in Section 7.2(a) and Section 7.2(b) have been satisfied;

(f) Each Seller shall deliver to Buyer a statement that satisfies the requirements of Treas. Reg. §1.1445-2(b)(2), certifying that such Seller is not a foreign person within the meaning of Section 1445(f)(3) or Section 1446(f)(2) of the Code;

(g) Fieldwood and Buyer shall deliver to one another duly executed signature pages to the Funding Agreement;

(h) Buyer shall deliver by wire transfer of immediately available funds an amount in cash equal to the Cash Portion, to one or more accounts designated by the Sellers (which shall be designated by the Sellers at least two (2) days prior to Closing);

(i) Sellers shall pay the Cure Costs out of the Closing Cash Amount and/or the Cash Portion in accordance with an order of the Bankruptcy Court; and

(j) Buyer shall deliver to Fieldwood the GUC Warrants for distribution by Fieldwood pursuant to the Plan.

## **ARTICLE X POST-CLOSING OBLIGATIONS AND COVENANTS**

10.1 Field Data and Records. Within ten (10) Business Days after the Closing, pursuant to Buyer's reasonable instructions, the Sellers shall deliver to Buyer any Field Data or Records that are not maintained in the Office Assets. Buyer shall be entitled to all original Field Data and Records. Within ten (10) Business Days after the Closing, the Sellers may make and retain, at the Sellers' expense, copies of any Field Data and Records (except to the extent prohibited by Contract where Buyer obtains the originals thereof).

### 10.2 Suspense Funds; Prepaid JOA Funds.

(a) To the extent that as of Closing, any Seller holds Suspense Funds or Undisbursed Revenue relating to the Acquired Interests (excluding Prepaid JOA Funds) the Sellers shall deliver to Buyer at Closing such Suspense Funds and Undisbursed Revenue and an accounting of such Suspense Funds and Undisbursed Revenue and Buyer shall from and after such time be responsible for the application of such Suspense Funds and Undisbursed Revenue under the applicable operating or other agreement governing the application of such Suspense Funds and Undisbursed Revenue. The Sellers shall remain liable, and shall be solely responsible, for (i) the

disbursement of all funds owed to Persons (including any Suspense Funds) that are not paid or disbursed to Buyer at Closing and (ii) all Liabilities with respect to any misapplication of any Suspense Funds (or any escheat or other Laws related thereto) as to any period of time at or before the Closing Date; such Liabilities and responsibilities shall be considered Retained Liabilities.

(b) To the extent that as of Closing, any Seller holds funds received by the Sellers (in their capacity as operator of any Acquired Interests) on account of working interest owners in the Acquired Interests as prepayments for items under operating or other agreements (“**Prepaid JOA Funds**”), the Sellers shall deliver to Buyer at Closing such Prepaid JOA Funds and an accounting of each of such prepayments and Buyer shall from and after Closing be responsible for the application of such Prepaid JOA Funds under the applicable operating or other agreement pursuant to which such Prepaid JOA Funds were collected. The Sellers shall remain liable, and shall be solely responsible, for (i) the disbursement of all funds owed to Persons (including any Prepaid JOA Funds) that are not paid or disbursed to Buyer at Closing and (ii) all Liabilities with respect to any misapplication of Prepaid JOA Funds (or any escheat or other Laws related thereto) as to any period of time at or before the Closing Date; such Liabilities and responsibilities shall be considered Retained Liabilities.

### 10.3 Post-Closing Asset Reconciliation.

(a) After the Closing Date, Buyer and the Sellers shall execute and deliver, or shall cause to be executed and delivered, from time to time such further instruments of conveyance and transfer, and shall take such other actions as Buyer or the Sellers may reasonably request, to convey and deliver the Acquired Interests to Buyer, to perfect Buyer’s title thereto and to accomplish the orderly transfer of the Acquired Interests to Buyer.

(b) In the event that at any time, or from time to time following the Closing Date, any (i) Acquired Interest is found to have been retained by the Sellers or any of their Affiliates (each a “**Non-Transferred Asset**”), then the Sellers shall transfer, or shall cause such Affiliate to transfer, with any necessary prior consent from any Third Person or Governmental Authority, such Non-Transferred Asset to Buyer as soon as practicable, or an Affiliate thereof as designated by Buyer, and to forward or remit to Buyer, or an Affiliate thereof as designated by Buyer, any payments actually received by the Sellers on account of any such Non-Transferred Asset from the Closing until the time such Non-Transferred Asset is transferred to Buyer; *provided*, that Buyer shall pay to the Sellers the amount of any expenses or payables actually paid by the Sellers on account of any such Non-Transferred Asset from the Closing until the time such Non-Transferred Asset is transferred to Buyer (which may be netted by the Sellers against amounts received on account of such Non-Transferred Asset). Prior to any such transfer, the Sellers shall hold such Non-Transferred Asset in trust for Buyer.

(c) In the event of a transfer pursuant to clause (b) of this Section 10.3, Buyer or an Affiliate thereof and the Sellers or an Affiliate thereof shall execute and deliver, or cause to be executed and delivered, to the other Party as soon as practicable any conveyances, notices, assumptions, releases and acquittances and such other instruments, and shall take such further actions, as may be necessary or appropriate to fully and effectively transfer, assign and convey unto Buyer or an Affiliate thereof, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Buyer or an Affiliate thereof, and to otherwise

make effective the transactions contemplated hereby, and to confirm Buyer's (or its Affiliate's) title to or interest in and to such Non-Transferred Asset, and to put Buyer or its Affiliate in actual possession and operating control thereof.

(d) For the avoidance of doubt, this Section 10.3 does not apply to any Delayed Assets retained by a Seller at the Closing.

#### 10.4 Assignments; Operatorship.

(a) Other than with respect to Governmental Approvals (which are addressed by Section 2.4), the Sellers will prepare and execute, and Buyer will execute, at or before the Closing, all documentation necessary to convey to Buyer the Acquired Interests granted by a Governmental Authority (except any such documentation that is customarily completed post-Closing) in the form as prescribed by the applicable Governmental Authority and otherwise reasonably acceptable to Buyer and the Sellers.

(b) At the Closing, each Seller shall, as applicable, deliver to Buyer a resignation as operator of (and, as applicable, designated applicant under OSFR for) all Field Assets as to which such Seller served as operator (or, as applicable, designated applicant under OSFR) immediately before the Closing Date. With respect to those Field Assets as to which a Seller controls the selection of the successor operator (or, as applicable, the designated applicant under OSFR), such Seller shall at the Closing deliver to Buyer (and any pertinent Third Person) a written notification designating Buyer as the successor operator of (or, as applicable, the successor designated applicable under OSFR for) such Field Assets effective as of the Closing Date. With respect to any Field Assets as to which the Sellers do not control the selection of the successor operator (or, as applicable, the designated applicant under OSFR), the Sellers will cast their votes at or before Closing, and will use commercially reasonable efforts to obtain before, or promptly following, Closing the votes of the other owners of Working Interests in such Field Assets, in each case in favor of the designation of Buyer as successor operator of (and, as applicable, the designated applicant under OSFR for) such Field Assets effective as of the Closing Date. Within five (5) days after the later of the Closing Date or the date on which Buyer is named successor operator under the terms of the applicable Contract, the Sellers and Buyer shall make all necessary filings, including any BOEM designation of operator forms and designated applicant OSFR form designations, and take all other actions necessary to cause the resignation of the applicable Sellers as operator of (and, as applicable, the designated applicant under OSFR for), and the designation of Buyer as the successor operator of (and, as applicable, the designated applicant under OSFR for), such Field Assets to be recognized and, if required, approved by all relevant Governmental Authorities. In each case, the Sellers shall use commercially reasonable efforts to assist Buyer in assuming the timely operation and management of the Field Assets. Each of the Sellers' covenants in this Section 10.4(b) is subject to the accuracy at Closing of Buyer's representations in Section 5.9. Each of Buyer's covenants in this Section 10.4(b) is subject to Buyer's receipt from the Sellers and Third Persons of all such required designations and forms. For the avoidance of doubt, "Field Assets" does not include any Lease, Subject Unit, Easement or Well with respect to which no right, title or interest is included in the Acquired Interests.

(c) With respect to each Field Asset operated by the Sellers as of the Closing, the Sellers, with the continued assistance of Buyer, shall use commercially reasonable efforts to



cause each joint owner, record title interest owner and applicable operating rights interest owner in such Field Asset to execute and deliver such instruments, forms and filings (including any BOEM designation of operator forms and designated applicant OSFR form designations and any instruments, forms and filings required by BSEE) that are necessary to designate and appoint under all applicable Laws, Leases, Easements and Contracts, Buyer as operator of (and, as applicable, the designated applicant under OSFR for) such Field Asset as promptly as practicable following the Closing.

(d) Each Party agrees that the execution and delivery of the instruments, forms and filings (including any BOEM designation of operator forms and OSFR form designation and any instruments, forms and filings required by BSEE) that are necessary to designate and appoint under all applicable Law, Leases, Easements and Contracts Buyer as operator (and, as applicable, the designated applicant under OSFR for) of the Field Assets will be made prior to the execution and delivery of the instruments, forms and filings (including any BOEM designation of operator forms and designated applicant OSFR form designations and any instruments, forms and filings required by BSEE) that may be required in connection with the implementation of the Divisive Merger.

10.5 Confidentiality. Following the Closing, the Sellers agree not to, and to cause their respective Affiliates and Representatives not to, use or disclose any confidential or non-public information concerning the Acquired Interests or the business affairs of Buyer and its Affiliates, including as it relates to the Acquired Interests, or the Assumed Liabilities (“**Confidential Information**”) except disclosure of Confidential Information that (a) is lawfully obtained after Closing from a source that, to the Knowledge of the Sellers, was not under an obligation of confidentiality to Buyer with respect to such information, (b) is disclosed or becomes available to the public without any breach by the Sellers of the terms of this Section 10.5, (c) is or may be necessary to wind down any of the Sellers’ bankruptcy estates, or in connection with the enforcement of the rights of, or the defense of any Claim against or involving, any Seller provided that, in each case, the Confidential Information is afforded confidential treatment, (d) to the extent it relates to any Excluded Assets or (e) is or may be necessary in connection with the Bankruptcy Cases provided that the Confidential Information is afforded confidential treatment. Notwithstanding the foregoing, a Seller may disclose Confidential Information if such Seller believes (after consultation with counsel) it is legally required to make such disclosure in order to comply with Laws or legal, judicial or administrative process (including in connection with the Bankruptcy Cases). If a Seller or any of its Representatives becomes required (including by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) or it becomes necessary in connection with the Bankruptcy Cases to disclose any of the Confidential Information, such Seller or Representative shall use reasonable efforts to provide Buyer with prompt notice, to the extent allowed by Law, of such requirement, and, to the extent reasonably practicable, cooperate with Buyer to obtain a protective order or similar remedy to cause such information not to be disclosed, including interposing all available objections thereto, such as objections based on settlement privilege; *provided*, that, in the event that such protective order or other similar remedy is not obtained, such Seller shall, or shall cause such Representative to, furnish only that portion of such information that has been legally compelled, and shall, or shall cause its Representative (as applicable) to, exercise its commercially reasonable efforts, at Buyer’s expense, to obtain assurance that confidential treatment will be accorded such disclosed information.

10.6 Seller Marks License. Each Seller hereby grants to Buyer and its Affiliates a limited, non-exclusive, royalty-free, worldwide license, effective as of the Closing Date and terminating one (1) year thereafter, to use the Seller Marks solely (a) in connection with the Acquired Interests in the same manner, and with the same standards of quality, as used by the Sellers immediately prior to Closing or (b) as necessary to wind down the use of, and transition away from the use of, the Seller Marks. Buyer and its Affiliates shall use their respective commercially reasonable efforts to wind down the use of, and transition away from the use of, the Seller Marks reasonably promptly after the Closing Date.

10.7 Power of Attorney. Each Seller hereby constitutes and appoints, effective as of the Closing Date, Buyer and its successors and assigns as the true and lawful attorney of such Seller with full power of substitution in the name of Buyer, or in the name of such Seller but for the benefit of Buyer, (a) to collect for the account of Buyer any items of Acquired Interests and (b) to institute and prosecute all proceedings which Buyer may in its sole discretion deem proper in order to assert or enforce any right, title or interest in, to or under the Acquired Interests, and to defend or compromise any and all actions, suits or proceedings in respect of the Acquired Interests. Buyer shall be entitled to retain for its own account any amounts collected pursuant to the foregoing powers, including any amounts payable as interest in respect thereof.

10.8 No Successor Liability. The Parties intend that, upon the Closing, Buyer shall not be deemed to: (a) be the successor of, or related person, successor in interest or successor employer (as described under any applicable Law) to, any Seller or any of its Affiliates, predecessors, successors or assigns, including, with respect to any Employee Plans, other than the Assumed Employee Plans to the extent set forth in Section 6.8; (b) have, de facto or otherwise merged into any Seller or any of its Affiliates, predecessors, successors or assigns; (c) be a mere continuation or substantial continuation of any Seller or any of its Affiliates, predecessors, successors or assigns or the enterprise(s) of any Seller or any of its Affiliates, predecessors, successors or assigns; or (d) other than as expressly set forth in this Agreement, be liable for any acts or omissions of any Seller or any of its Affiliates, predecessors, successors or assigns in the current or former conduct of the business of the Sellers relating to the Acquired Interests or arising under or related to the Acquired Interests. Without limiting the generality of the foregoing, and except as otherwise expressly provided in this Agreement, the Parties intend that Buyer shall not be liable for any Encumbrances (except Permitted Encumbrances (except for the Fieldwood U.A. Interests and the JV Interests, which shall not have any Permitted Encumbrances)) against any Seller or any of its Affiliates, predecessors, successors or assigns, and Buyer shall have no successor or vicarious liability of any kind or character whether known or unknown as of the Closing Date, or whether fixed or contingent, whether now existing or hereafter arising, with respect to the Acquired Interests or any Liabilities of the Sellers arising prior to or after the Closing Date other than the Assumed Liabilities and Permitted Encumbrances (except for the Fieldwood U.A. interests and the JV Interests, which shall not have any Permitted Encumbrances). The Parties agree that the provisions substantially in the form of this Section 10.8 shall be reflected in the Confirmation Order.

#### 10.9 Access to Records.

(a) On and after the Closing Date, each Seller will, and will cause its Affiliates, successors and assigns and Representatives to, afford promptly to Buyer and its agents reasonable access to its books of account, financial and other records (including accountant's work papers),

information, employees and auditors to the extent necessary or useful for Buyer in connection with any audit, investigation, dispute or litigation or any other reasonable business purpose relating to the Acquired Interests or the Assumed Liabilities; *provided* that any such access by Buyer shall not unreasonably interfere with the conduct of the business of such Seller.

(b) Buyer agrees that, following the Closing, and subject to applicable Law and any confidentiality restrictions to third parties, and except as may be necessary to protect any applicable legal privilege, it shall (and shall cause its Subsidiaries to) give to the Sellers and their Representatives reasonable access during normal business hours to the Records pertaining to any and all periods prior to and including the Closing Date, to the extent useful or necessary for the Sellers in connection with any audit, investigation, dispute or litigation relating to the Seller's prior ownership of the Acquired Interests or the Assumed Liabilities, as the Sellers and their Representatives may reasonably request; *provided* that any such access by the Sellers shall not unreasonably interfere with the conduct of business of Buyer.

10.10 Payment of Assumed Liabilities. If, from and after the Closing Date, any Seller or their respective Affiliates receives an invoice from a third party for payment of amounts that constitute Assumed Liabilities, such Seller may deliver such invoice to Buyer for payment and Buyer shall pay such invoice promptly and in any event within thirty (30) days of Buyer's receipt of such invoice from such Seller; *provided*, that for the avoidance of doubt, that if any such invoice covers amounts that are not Assumed Liabilities, as well as amounts that are Assumed Liabilities, Buyer shall only be required by this Section 10.10 to pay that portion of the amounts invoiced that constitute Assumed Liabilities.

10.11 Payment of Retained Liabilities. If, from and after the Closing Date, Buyer or its Affiliates receives an invoice from a third party for payment of amounts that constitute Retained Liabilities, Buyer may deliver such invoice to the Sellers for payment and the Sellers shall pay such invoice promptly and in any event within thirty (30) days of the Sellers' receipt of such invoice from Buyer; *provided*, that (a) for the avoidance of doubt, that if any such invoice covers amounts that are not Retained Liabilities, as well as amounts that are Retained Liabilities, the Sellers shall only be required by this Section 10.11 to pay that portion of the amounts invoiced that constitute Retained Liabilities, (b) Sellers will not be required to pay any such Retained Liability to the extent such Retained Liability has been satisfied, compromised, settled, released or discharged pursuant to the Plan and the Confirmation Order or is otherwise subject to a different specified treatment pursuant to the Plan and (c) this Section 10.11 will not limit Sellers' right to exercise or pursue any counterclaim, right to setoff or other defense of Sellers with respect to such Retained Liability.

#### 10.12 Accounts Receivables.

(a) On the Closing Date, Fieldwood shall deliver to Buyer a statement setting forth the names of the obligor and the amount of each Closing Accounts Receivable (or amounts as known as of the Closing) (as such statement may be modified or supplemented from time to time within ninety (90) days after the Closing Date by written notice of Fieldwood to Buyer, the "**Closing Accounts Receivables Statement**").

(b) From and after the Closing until the date that is 365 days following the Closing (the “**AR Collections Period**”), if Buyer so requests, Fieldwood shall collect the Closing Accounts Receivable for the benefit of Buyer and Fieldwood shall use the same level of efforts in the collection of the Closing Accounts Receivable that Fieldwood uses in the collection of its own accounts receivables; *provided that* (i) Fieldwood may settle any Closing Accounts Receivable by setoff (each such setoff, an “**Accounts Receivable Setoff**”) of any amounts owed by the obligor thereunder against any amount that Fieldwood or any of its Subsidiaries owes to such obligor, to the extent (A) such Accounts Receivable Setoff is permitted under applicable Law and (B) Fieldwood delivers to Buyer (as set forth in Section 10.12(c)) an amount in cash equal to the amount of such Closing Accounts Receivable actually collected by such Accounts Receivable Setoff, (ii) Fieldwood must obtain the prior written consent of Buyer to settle (whether in cash or by way of an Accounts Receivable Setoff) any Closing Accounts Receivable for an amount less than the applicable amount set forth on the Closing Accounts Receivables Statement, (iii) without limiting Fieldwood’s other obligations in this Agreement neither Fieldwood nor any of its Subsidiaries shall be required to incur any out-of-pocket expenses or admit or consent to any liability or obligation in connection with the collection of any Closing Accounts Receivable and (iv) Fieldwood shall not have any obligation to commence any litigation or other legal proceeding in connection with the collection of any Closing Accounts Receivable. Each Party acknowledges that Fieldwood is making efforts to collect the Closing Accounts Receivable hereunder solely pursuant to a contractual relationship on an arm’s length basis and that the Parties do not intend that Fieldwood act or be responsible as a fiduciary to Buyer, any holders of Claims or any other Person, and expressly disclaim any such fiduciary relationship, whether between or among Buyer, on the one hand, and Fieldwood or any Seller, on the other hand. Buyer acknowledges that Fieldwood’s obligations pursuant to this Section 10.12 (including Fieldwood Energy I’s obligations under Section 10.12(e)) will be undertaken by Buyer pursuant to and in accordance with the TSA. Fieldwood shall be liable to Buyer (as set forth in Section 10.12(c)) for any Closing Accounts Receivable actually collected by Fieldwood (including as set off by Accounts Receivable Setoff) pursuant to this Section 10.12, and shall indemnify Buyer on a dollar-for-dollar basis for any Closing Accounts Receivable that are actually collected by Fieldwood (including as set off by Accounts Receivable Setoff) but not paid to Buyer pursuant to Section 10.12(c). In the case of an Accounts Receivable Setoff, the date of such Accounts Receivable Setoff shall be the earlier of (i) the date notice of such Accounts Receivable Setoff is delivered to Buyer pursuant to this Section 10.12(b) and (ii) the date such Accounts Receivable Setoff is reflected on the books of Fieldwood or any of its Subsidiaries.

(c) Prior to the tenth (10th) calendar day following the end of each calendar month occurring after the Closing Date and through the month in which the end of the AR Collections Period occurs, Fieldwood shall promptly deliver the amount of any and all cash collected in respect of Closing Accounts Receivables and the amount of any and all Accounts Receivable Setoffs (collectively, the “**Accounts Receivable Collections**”) to Buyer, together with a statement setting forth the aggregate amount of all the Accounts Receivable Collections.

(d) On the date that is fifteen (15) calendar days after the end of the month in which the AR Collections Period ends, Fieldwood shall (i) deliver to Buyer a statement setting forth (A) the names of the obligor and amount of each Closing Accounts Receivable that remains uncollected, whether by cash or setoff (collectively, the “**Remaining Accounts**”); and (B) the aggregate amount of all of the Remaining Accounts receivables; and (ii) from and after the AR

Collections Period, Fieldwood shall have no further obligation under this Section 10.12 to make efforts to collect the Remaining Accounts; *provided, however*, for the avoidance of doubt, if Buyer so requests, Fieldwood or its Subsidiaries may elect to collect any of the Remaining Accounts after the expiration of the AR Collections Period, and if Fieldwood so elects, Fieldwood shall pay such amounts over to Buyer, and Fieldwood shall be liable to Buyer for, and shall indemnify Buyer on a dollar-for-dollar basis for, any Remaining Accounts actually collected by Fieldwood pursuant to this Section 10.12.

(e) Each of the Sellers and Buyer acknowledges and agrees that in connection with, and from and after, the consummation of the Divisive Merger, Fieldwood's obligations and liabilities (including indemnification obligations) under this Section 10.12 will vest in and be allocated to Fieldwood Energy I (in the case of Closing Accounts Receivable attributable to the FWE I Assets) or Fieldwood Energy III (in the case of Closing Accounts Receivable other than those attributable to the FWE I Assets).

#### 10.13 Directors' and Officers' Indemnification.

(a) Buyer shall indemnify, defend and hold harmless (i) each individual Person who is, as of the Closing Date, a director, officer or manager of any Seller, excluding in each case each such Person who is an Excluded Party (as such term is defined in the Plan), and (ii) Matt McCarroll with respect to his service, prior to the Closing Date, as a director, officer or manager (as applicable) of the Sellers (the "***D&O Indemnified Parties***"), against any and all Losses (including, for the avoidance of doubt, reasonable attorneys' fees, costs and other out-of-pocket expenses) arising out of or relating to any threatened or actual Claim based in whole or in part on, or arising out of or relating in whole or in part to, the fact that such individual Person is or was a director, officer or manager of one or more of the Sellers whether based upon, arising out of or relating to any act or omission actually or allegedly committed or attempted at or prior to the Closing Date and whether asserted or claimed prior to, or at or after, the Closing Date, including all Claims based in whole or in part on, or arising in whole or in part out of, or relating to this Agreement or the transactions contemplated hereby, in each case to the full extent a Seller would be permitted under applicable Law to indemnify its own directors, officers or managers (including payment of expenses in advance of the final disposition of any such action or proceeding to each D&O Indemnified Party), but only to the extent that such Losses would be indemnifiable by the Sellers pursuant to the terms of (x) the organizational documents of the Sellers or (y) any indemnification agreement between one or more Sellers, on the one hand, and the D&O Indemnified Party(ies) seeking indemnification from Buyer pursuant to this Section 10.13(a), on the other hand, set forth on Schedule 10.13(a), in each case, as such organizational documents or agreements existed on the Petition Date (the "***Existing D&O Indemnification Terms***"); *provided, however*, that Buyer's obligation to indemnify and hold harmless the D&O Indemnified Parties pursuant to this Section 10.13(a) with respect to Losses associated with any Claim shall be reduced by the amount of any recovery actually received by the applicable D&O Indemnified Party(ies) under the Tail Policy with respect to such Claim (the "***D&O Indemnified Liabilities***"). A D&O Indemnified Party shall not be entitled to make a claim against Buyer for indemnification pursuant to this Section 10.13(a) with respect to an underlying Claim unless and until such D&O Indemnified Party has made a claim against the Tail Policy with respect to such Claim and received a determination of coverage available under the Tail Policy with respect thereto.



(b) Buyer acknowledges that certain D&O Indemnified Parties may have rights to indemnification, advancement of expenses and/or insurance provided by the Sellers, but excluding, for purposes of the definition of “Indemnitors”, the Tail Policy and the insurance providers with respect thereto (collectively, the “*Indemnitors*”). Buyer hereby agrees that as between Buyer and Sellers (i) the Tail Policy and the insurance providers with respect thereto are the indemnitors of first resort with respect to indemnity obligations to the D&O Indemnified Parties, (ii) Buyer’s indemnity obligations to the D&O Indemnified Parties apply only once coverage under the Tail Policy has been exhausted upon either payment of the Tail Policy’s limits of liability or a determination by the insurance providers thereof that coverage is unavailable with respect to a particular Loss, (iii) the Indemnitors’ indemnity obligations to the D&O Indemnified Parties are secondary to Buyer’s indemnity obligations to the D&O Indemnified Parties, (iv) Buyer shall be required to advance the full amount of expenses incurred by any D&O Indemnified Party and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the terms of this Agreement, without regard to any rights the D&O Indemnified Party may have against the Indemnitors, but only to the extent that such expenses would be advanced, and such expenses, judgments, penalties, fines and amounts paid in settlement would be payable, in each case pursuant to the Existing D&O Indemnification Terms and (v) Buyer irrevocably waives, relinquishes and releases the Indemnitors from any and all claims against the Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof in respect of the matters set forth in this Section 10.13(b). Buyer further agrees that no advancement or payment by an Indemnitor on behalf of a D&O Indemnified Party with respect to any claim for which a D&O Indemnified Party has sought indemnification from Buyer shall affect the foregoing and the applicable Indemnitor shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of the D&O Indemnified Party against Buyer. Buyer and the D&O Indemnified Parties agree that the Indemnitors are express third party beneficiaries of the terms of this Section 10.13.

(c) Without limiting Section 10.13(a), in the event a Claim is brought against any D&O Indemnified Party (whether arising before or after the Closing Date), nothing in this Section 10.13 shall limit the D&O Indemnified Party’s(ies’) right, to the extent provided pursuant to the Existing D&O Indemnification Terms, to retain counsel satisfactory to him or her (and Buyer shall (to the extent such coverage would be available pursuant to the Existing D&O Indemnification Terms) pay the fees and expenses of such counsel (to the extent such fees and expenses constitute D&O Indemnified Liabilities) for the D&O Indemnified Party promptly as statements therefor are received), *provided* that, to the extent the D&O Indemnified Party(ies) would retain control of any such defense pursuant to the Existing D&O Indemnification Terms, the D&O Indemnified Party(ies) shall retain control of any such defense.

(d) In the event that Buyer or any of its successors or assigns (i) consolidates with or merges into any other Person and is not the continuing or surviving corporation or entity of such consolidation or merger; or (ii) sells, transfers or conveys to any Person or Persons acting in concert all or substantially all of its properties and assets, or ownership of a majority of equity representing the right to control the management of Buyer, then, and in each such case, Buyer shall cause proper provision to be made so that the successors and assigns of Buyer shall assume all of the obligations of Buyer set forth in this Section 10.13.



(e) Each manager that is included in the D&O Indemnified Parties is identified on **Schedule 10.13(e)**.

10.14 **Rights of Use.**<sup>12</sup> The Parties recognize that, under current BSEE policy, BSEE will recognize only a single entity as the holder of a right of use and easement (each, a “***RUE***”). The Parties agree that RUE No. OCS-G 30329 covering the South Marsh Island 132 Platform B (Complex ID 21982) shall be held by Fieldwood Energy I (upon completion of the anticipated Divisive Merger) on behalf of both itself and Buyer; the Parties agree that, as a contractual matter between themselves, Fieldwood Energy I and Buyer shall each own a one-half interest in such platform and shall each be responsible for one half of the costs and obligations (for operating, decommissioning and otherwise) relating to such platform. The Sellers and Buyer will use commercially reasonable efforts to obtain, to the extent required by BSEE, replacement Right of Use Agreements with respect to each Right of Use Agreement listed on **Schedule 10.14** at, or as promptly as practicable following, the Closing. The rights of the Sellers and Buyer to use, and the obligations with respect to, any RUE listed in **Part 1 of Schedule 10.14** shall be governed by the terms of the joint operation agreements from the Lease(s) associated with such RUE.

10.15 **Post-Closing Agreements.** On the date of the consummation of the transactions contemplated by the Divisive Merger, each Seller shall, and shall cause its applicable Affiliates to, and Buyer shall, deliver counterparts to the TSA, the SEMS Bridging Agreement, the ST 308 Performance Bond, the Farmout Agreement, and each of the Joint Operating Agreement Amendments.

10.16 **Effective Date Payments.** On the Effective Date, the Sellers will pay, or cause to be paid, each of the Effective Date Cash Obligations that is to be paid on the Effective Date pursuant to the Plan to the applicable payees thereof.

## ARTICLE XI ASSUMPTION AND RETENTION OF LIABILITIES

11.1 **Buyer’s Assumption of Liabilities.** Subject to the terms of this Agreement, if the Closing occurs, Buyer shall be deemed to have assumed (and shall pay, perform and discharge) the following Liabilities of the Sellers, as of the Closing (collectively, the “***Assumed Liabilities***”):

(a) all Liabilities to the extent arising out of the Leases and the Assigned Contracts that are Acquired Interests, but, as to such Leases and such Assigned Contracts that constitute Other Assets, only to the extent that such Liabilities arise after the Closing;

(b) all Liabilities to the extent arising out of the ownership, operation, use or environmental condition of the Acquired Interests (other than the Leases and Assigned Contracts), but, as to the Other Assets that are Acquired Interests, only to the extent that the acts, omissions, events or conditions giving rise thereto first arise, occur or come into existence after the Closing;

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<sup>12</sup> **Note to Draft:** Section 10.14 is under discussion between the Parties. Any change to this Section 10.14 will require the consent of Apache.

(c) all Liabilities to assess, remediate, remove, transport or dispose as required under Environmental Law any Environmental Contaminants present as of the Closing at the Acquired Interests;

(d) all Liabilities (whether arising before, at or after the Closing) to the extent arising out of the plugging, abandonment and decommissioning of, and all related salvage, site clearance and surface restoration activities for, any Field Assets that are Acquired Interests to the extent required under applicable Law or the terms of the applicable Leases, but, as to such Field Assets that constitute Other Assets, excluding any monetary fines and penalties to the extent that such monetary fines and penalties arise from or relate to facts or conditions existing or occurring at or before the Closing;

(e) all Liabilities to the extent arising out of any Imbalances attributable to the Acquired Interests;

(f) all Liabilities to the extent arising out of any Suspense Funds delivered to Buyer at the Closing but excluding Liabilities with respect to misapplication of any Suspense Funds (or any escheat or other Laws related thereto) before the Closing;

(g) all Liabilities to the extent arising out of any Prepaid JOA Funds or Undisbursed Revenue, in each case, that is delivered to Buyer at the Closing but excluding Liabilities with respect to misapplication of Prepaid JOA Funds or Undisbursed Revenue (or any escheat or other Laws related thereto) before the Closing;

(h) all Liabilities assumed by Buyer pursuant to Section 6.8;

(i) all Liabilities for Taxes attributable to the Acquired Interests other than the Retained Taxes;

(j) all Liabilities relating to (i) any Seller Employee who becomes a Transferred Employee, that arise at, before or after the Closing, in each case unless such claim is (A) discharged under the Plan or (B) covered by insurance and (ii) any Employee Severance that becomes due and payable following the Closing;

(k) all indemnities of Buyer under Section 1.2, Section 2.3, Section 2.4 and Section 2.5;

(l) all Working Capital Liabilities;

(m) the D&O Indemnified Liabilities;

(n) all Liabilities arising out of or relating to any affirmative defenses of third parties with respect to any Claim or cause of action assigned to Buyer pursuant to Section 1.2(h), Section 1.2(v) and Section 1.2(qq) to the extent that if treated as Retained Liabilities such defenses would not constitute general unsecured claims of the Sellers; and

(o) the Allowed FLFO Claims (as defined in the Plan) remaining following distribution of the FLFO Distribution Amount (as defined in the Plan) pursuant to the Plan (as modified to the extent set forth in the First Lien Exit Facility Documents (as defined in the Plan)).

Notwithstanding anything to the contrary herein, Assumed Liabilities shall not include any surety bond premiums, indemnity obligations or other obligations on account of surety bonds that were obtained by the Sellers.

11.2 Sellers' Retention of Liabilities. Notwithstanding anything to the contrary set forth in this Agreement or in any other document or instrument entered into in connection with this Agreement, the Parties expressly acknowledge and agree that Buyer is assuming only the Assumed Liabilities and is not assuming any other Liability of any Seller. All other Liabilities of each Seller or any of its Affiliates (or any predecessor of any Seller or any of its Affiliates or any prior owner of all or part of their businesses and assets) shall be retained by and remain Liabilities of such Seller and its Affiliates (all such Liabilities not being assumed being herein referred to as the "***Retained Liabilities***") including the following:

(a) all Liabilities arising out of the Leases and the Assigned Contracts except those Liabilities set forth in Section 11.1(a);

(b) all Liabilities arising out of the plugging, abandonment and decommissioning of, and all related salvage, site clearance and surface restoration activities for, any assets, properties or leases, except those Liabilities set forth in Section 11.1(d);

(c) all Liabilities relating to the presence of Environmental Contaminants, except those Liabilities set forth in Section 11.1(c);

(d) [reserved];

(e) all current liabilities of the Sellers and their Subsidiaries, including all expenses and accounts, notes and other payables (other than the Working Capital Liabilities);

(f) all Liabilities arising out of the ownership, operation, use or environmental condition of the Acquired Interests (other than Leases and Assigned Contracts) prior to or as of the Closing, except those liabilities set forth in Section 11.1(b);

(g) all indebtedness, whether or not encumbering all or any portion of the Acquired Interests (other than the Working Capital Liabilities);

(h) all Liabilities arising out of any Suspense Funds, Undisbursed Revenue and Prepaid JOA Funds (except for those Liabilities described in Sections 11.1(f) and Section 11.1(g));

(i) [reserved];

(j) all Liabilities arising out of or relating to the Decommissioning Agreement and Apache PSA;

(k) all Liabilities related to, resulting from or otherwise arising out of or relating to any Excluded Assets (other than the Working Capital Liabilities);

(l) all Liabilities arising out of or relating to any Seller's breach of this Agreement;

(m) all Liabilities for (a) Taxes of the Sellers or Taxes relating to the Acquired Interests (other than Fieldwood U.A. Interests) or the Assumed Liabilities with respect to any Pre-Closing Tax Period (including Property-Related Taxes and Production Taxes that are allocated to the Pre-Closing Tax Period pursuant to Section 6.12), (b) Taxes imposed on Fieldwood U.A. or Fieldwood Mexico or any Subsidiary thereof, or for which Fieldwood U.A. or Fieldwood Mexico or any Subsidiary thereof may otherwise be liable, with respect to any Pre-Closing Tax Period; (c) Taxes imposed on Fieldwood U.A. or Fieldwood Mexico or any Subsidiary thereof, or for which Fieldwood U.A. or Fieldwood Mexico or any Subsidiary thereof may otherwise be liable, as a result of having been a member of any Company Group; and (d) Transfer Taxes solely to the extent such Transfer Taxes are the responsibility of the Sellers pursuant to Section 6.12 (the "**Retained Taxes**");

(n) all Liabilities for non-compliance by the Sellers or Buyer (or any of their respective Affiliates) with any bulk sales, bulk transfer or similar Law;

(o) all Liabilities relating to any current or former independent contractor of any Seller or any of its Affiliates or any Seller Employee or other current or former employee of any Seller or any of its Affiliates who does not become a Transferred Employee, that arise at, before or after the Closing (except for those Liabilities assumed by Buyer pursuant to Section 6.8(c));

(p) all Liabilities arising out of or relating to any Claim with respect to facts and circumstances existing prior to the Closing, including Liabilities for any fines or penalties relating thereto, except (i) as provided in Section 11.1(b) through Section 11.1(h) and (ii) any affirmative defenses of third parties with respect to any Claim or cause of action assigned to Buyer pursuant to Section 1.2(h), Section 1.2(v) and Section 1.2(qq) except to the extent that if treated as Retained Liabilities such defenses would constitute general unsecured claims of the Sellers;

(q) all Liabilities relating to an Employee Plan that is not an Assumed Employee Plan;

(r) Liabilities satisfied, compromised, settled, released or discharged pursuant to the Plan and the Confirmation Order; and

(s) all Effective Date Cash Obligations.

Notwithstanding anything contained in this Section 11.2 or elsewhere in this Agreement or any Ancillary Document, Assumed Liabilities shall include all Fieldwood Energy I Closing Accounts Payable.

11.3 Reservation as to Third Persons. Nothing herein is intended to limit or otherwise waive any recourse Buyer or the Sellers may have against any Third Person for any Liabilities that may be incurred with respect to the Acquired Interests.

## ARTICLE XII MISCELLANEOUS

12.1 Expenses. Except as otherwise specifically provided herein or in any order of the Bankruptcy Court, all fees, costs and expenses (including engineering, land, title, legal, accounting, consulting and other professional fees, costs and expenses) incurred by Buyer, Buyer 2 or the Sellers in negotiating this Agreement, the Ancillary Documents or in consummating the transactions contemplated herein or therein shall be paid by the Party incurring the same whether or not the Closing shall have occurred. Buyer shall be solely responsible and pay for all recording fees related to the transfer of the Acquired Interests; *provided* that if any such recording fees are required to be paid prior to the Closing the Sellers shall pay such recording fees when due.

12.2 Notices. All notices and communications required or permitted to be given hereunder (each, a “**Notice**”) shall be in writing and shall be delivered personally, or sent by certified U.S. mail, postage prepaid with return receipt requested, bonded overnight courier, by facsimile or email transmission (provided any such facsimile or email transmission is confirmed either orally or by written confirmation), addressed to the appropriate Party at the address for such Party shown below:

If to Buyer or Buyer 2:

☐

If to the Sellers:

c/o Fieldwood Energy LLC  
2000 W. Sam Houston Pkwy. S., Suite 1200  
Houston, Texas 77042  
Attention: Mike Dane  
Thomas R. Lamme  
Jon Graham  
Email: MDane@fwellc.com  
TLamme@fwellc.com  
JGraham@fwellc.com

with a copy (which will not constitute notice)  
to:

Davis Polk & Wardwell LLP  
450 Lexington Avenue  
New York, New York 10017  
Attention: Damian Schaible  
Natasha Tsiouris  
Cheryl Chan  
Email: damian.schaible@davispolk.com

with a copy (which will not constitute notice)  
to:

Weil, Gotshal & Manges LLP  
200 Crescent Court, Suite 300  
Dallas, Texas 75201  
Attention: Rodney L. Moore  
Samuel C. Peca  
Matt Barr  
Alfredo R. Perez

If to Buyer or Buyer 2:

natasha.tsiouris@davispolk.com  
cheryl.chan@davispolk.com

If to the Sellers:

Email: Jessica Liou  
rodney.moore@weil.com  
samuel.peca@weil.com  
matt.barr@weil.com  
alfredo.perez@weil.com  
jessica.liou@weil.com

Any Notice given in accordance herewith shall be deemed to have been given and received upon: (a) if by personal delivery, then upon receipt (except, if a Notice is received at or after 5:00 p.m. Central Time or on a day that is not a Business Day, it shall be deemed received on the next Business Day), (b) if sent by U.S. certified mail, postage prepaid, return receipt requested, then the date shown as received on the return notice, (c) if sent by facsimile or email transmission, the date such facsimile or email transmission is confirmed either orally or by written confirmation, or (d) if by bonded overnight courier, the date shown on the notice of delivery. Any Party may change the address, facsimile number or email address to which Notices are to be addressed by giving written notice to the other Party in the manner provided in this Section 12.2.

12.3 Amendments. Except as set forth in Section 1.2, Section 2.1, Section 2.3(b), Section 2.4, Section 2.6 and Section 6.7, this Agreement, including all Exhibits and Schedules hereto, may be amended or modified only by an agreement in writing executed by all of the Parties.

12.4 Waiver. No Party shall be deemed to have waived or discharged any claim arising out of this Agreement, or any power, right, privilege, remedy or condition under this Agreement, unless the waiver or discharge of such claim, power, right, privilege, remedy or condition is expressly set forth in a written instrument duly executed and delivered by the Party against whom the waiver or discharge is sought to be enforced. A waiver or discharge made on one occasion or a partial waiver or discharge of any power, right, privilege, remedy or condition shall not preclude any other or further exercise or enforcement of such power, right, privilege or remedy or requirement to satisfy such condition. Except as expressly provided otherwise in this Agreement, the rights of each Party under this Agreement shall be cumulative, and the exercise or partial exercise of any such right shall not preclude the exercise of any other right.

12.5 No Third-Party Beneficiaries. Nothing in this Agreement entitles any Person other than Buyer, Buyer 2 and the Sellers, including Fieldwood Energy I and GOM Shelf and their Subsidiaries, to any claims, remedy or right of any kind; *provided, however*, (a) the D&O Indemnified Parties are intended to be, and shall be, third party beneficiaries of Section 10.12, (b) the Non-Recourse Parties are intended to be, and shall be, third party beneficiaries of Section 12.14 and (c) the Seller Indemnified Parties are intended to be, and shall be, third party beneficiaries of the rights of Seller Indemnified Parties specified in Article XIII. From and after the establishment of the Liquidating Trust, the Liquidating Trustee shall be a third party beneficiary of the Sellers' rights under this Agreement.



## 12.6 Assignment.

(a) Subject to Section 12.6(b), neither this Agreement nor any rights, interests or obligations hereunder shall be assigned by any Party by operation of Law or otherwise without the other Party's express written consent (which may be granted or withheld in the sole discretion of such other Party); *provided, however*, that Buyer and Buyer 2 shall be permitted, upon notice to the Sellers, to assign all or part of its respective rights or obligations hereunder (including obligations related to the Assumed Liabilities) to any wholly-owned Subsidiary of NewCo (as defined in the Plan) and the Sellers may assign their respective rights and obligations under this Agreement to any liquidating trust or other similar representative of the Sellers created or appointed pursuant to a Bankruptcy Court order. Notwithstanding the foregoing, no assignment of any rights hereunder shall relieve the assigning Party of any obligations or responsibilities hereunder.

(b) If a Liquidating Trust is established, from and after the formation of the Liquidating Trust, subject to the terms of the Confirmation Order, all rights and obligations of the Sellers under this Agreement shall accrue to and be for the benefit of and shall be exercisable by the Liquidating Trust, as provided by any order of the Bankruptcy Court and the Liquidating Trustee shall be entitled to exercise all of the rights of the Sellers under this Agreement.

12.7 Counterparts. This Agreement and any amendment hereto may be executed by Buyer, Buyer 2 and the Sellers in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same agreement. Notwithstanding anything to the contrary in Section 12.2, delivery of an executed counterpart of a signature page to this Agreement or any amendment hereto by telecopier, facsimile or email attachment that contains a portable document format (.pdf) file of an executed signature shall be effective as delivery of a manually executed counterpart of this Agreement or such amendment, as applicable.

## 12.8 Governing Law; Jurisdiction; Venue; Jury Trial.

(a) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution, termination, performance or non-performance of this Agreement, or any Ancillary Document (unless such Ancillary Document provides for the application of the laws of another jurisdiction) shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of New York applicable hereto.

(b) Without limitation of any Party's right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby and (ii) any and all claims relating to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent and submit to the exclusive jurisdiction and

venue of the Bankruptcy Court and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Claim; *provided, however*, that, if the Bankruptcy Cases have been closed pursuant to Section 350(a) of the Bankruptcy Code (or in the event that the Bankruptcy Court determines that it does not have jurisdiction), all Claims arising out of or relating to this Agreement shall be heard and determined in a New York state court or a federal court sitting in the Borough of Manhattan, New York, New York, and the Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such Claim and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Claim. The Parties consent to service of process by mail (in accordance with Section 12.2) or any other manner permitted by Law.

(c) THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY CLAIM OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE NEGOTIATION, EXECUTION, TERMINATION, PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, OR ANY ANCILLARY DOCUMENT (UNLESS SUCH ANCILLARY DOCUMENT PROVIDES OTHERWISE).

12.9 Entire Agreement. This Agreement (including the Exhibits, Schedules and Disclosure Schedules), the Ancillary Documents and the Plan constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all negotiations, prior discussions and prior agreements and understandings relating to such subject matter. In the event of any conflict between this Agreement, any Ancillary Document and the Plan, this Agreement will control.

12.10 Binding Effect. This Agreement shall be binding in all respects against (a) the Sellers and all of their successors and permitted assigns (including, for the avoidance of doubt, any trustee, examiner or other fiduciary appointed in the Bankruptcy Case) and (b) Buyer, Buyer 2 and all of their respective successors and permitted assigns.

12.11 Time of the Essence. Time is of the essence for this Agreement.

12.12 No Partnership; No Fiduciary Duty. This Agreement shall not create and it is not the purpose or intention of the Parties to create any partnership, mining partnership, joint venture, general partnership or other partnership relationship and none shall be inferred. Nothing in this Agreement shall be construed to establish a fiduciary relationship between the Parties for any purpose.

12.13 Obligations of the Sellers. The Liabilities, obligations, representations, warranties and covenants of the Sellers in this Agreement and in the Ancillary Documents are solidary (as that term is used under Louisiana law) and joint and solidary (as that phrase is used under Texas law). Fieldwood shall cause each other Seller to comply with such Seller's obligations under this Agreement, including with respect to the transfer and assignment of the Acquired Interests and Assumed Liabilities and the obligations in Section 6.1.

12.14 No Recourse. Notwithstanding anything that may be expressed or implied in this Agreement or any Ancillary Document, each Party, on behalf of itself and its Affiliates and their respective representatives, covenants, agrees and acknowledges that no Person other than the

Parties (and their respective successors or assignees, as applicable) has any obligation hereunder and that, neither any Party, their respective Affiliates or their respective representatives, shall have any right of recovery under this Agreement or any Ancillary Document against, and no personal liability under this Agreement or any Ancillary Document shall attach to, any Party's former, current or future debt or equity financing sources, equity holders, controlling Persons, directors, officers, employees, general or limited partners, members, managers, Affiliates or agents, or any former, current or future equity holder, controlling Person, director, officer, employee, general or limited partner, member, manager, Affiliate or agent of any of the foregoing (collectively, each of the foregoing but not including the Parties, a "***Non-Recourse Party***"), whether by or through attempted piercing of the corporate, limited partnership or limited liability company veil, by or through a claim by or on behalf of any Party against any Non-Recourse Party, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any applicable Law, whether in contract, tort or otherwise. Without limiting the foregoing, no past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney or representative of the Sellers or any of their Affiliates shall have any liability for any obligations or liabilities of the Sellers under this Agreement of or for any Claim based on, in respect of, or by reason of, the transactions contemplated hereby.

**12.15 Disclosure Schedules.** All references to Schedules in Article IV and Article V of this Agreement are referred to in this Section 12.15 as "***Disclosure Schedules***". The information in the Disclosure Schedules constitutes exceptions, qualifications and/or supplements to particular representations or warranties of the Sellers, Buyer and Buyer 2 as set forth in this Agreement. The Disclosure Schedules shall not be construed as indicating that any disclosed information is required to be disclosed, and no disclosure shall be construed as an admission that such information is material to, outside the ordinary course of business of, or required to be disclosed by, the Sellers, Buyer or Buyer 2 or constitutes, individually or in the aggregate, a Material Adverse Effect. Capitalized terms used in the Schedules that are not defined therein and are defined in this Agreement shall have the meanings given to them in this Agreement. The captions contained in the Schedules are for the convenience of reference only, and shall not be deemed to modify or influence the interpretation of the information contained in the Disclosure Schedules or this Agreement. The statements in each Schedule of the Disclosure Schedules qualify and relate to the corresponding provisions in the Sections of this Agreement to which they expressly refer and to each other Section in Article IV or Article V of this Agreement to which the applicability of a statement or disclosure in a particular Schedule of the Disclosure Schedules is readily apparent on its face.

**12.16 Other Contract Interpretation.**

(a) **Headings.** The headings of the Exhibits, Schedules, Articles, Sections, and subsections of this Agreement are for guidance and convenience of reference only and shall not limit or otherwise affect any provision of this Agreement. All references in this Agreement to any "Section," "Article," "Annex," "Exhibit," or "***Schedule***" are to the corresponding Section, Article, Annex, Exhibit or Schedule of this Agreement unless otherwise specified (subject to Section 12.15).

(b) **Severability.** If any provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, it shall not affect the validity or

enforceability of the other provisions here and all other provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby fulfilled to the greatest extent possible.

(c) Agreement Not to Be Construed Against Drafter. The Parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, both this Agreement and the Ancillary Documents will be construed as if drafted jointly by the Parties. No presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement or any Ancillary Document.

(d) Miscellaneous Interpretation. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a day other than a Business Day, the period in question shall end on the next succeeding Business Day. Whenever the words “include,” “*includes*” or “*including*” are used in this Agreement, they will be deemed to be followed by the words “*without limitation*” and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following. Unless the context otherwise requires, (1) “*or*” is disjunctive but not exclusive, (2) words in the singular include the plural and vice versa, (3) the words “herein,” “hereof,” “hereby,” “*hereunder*” and words of similar nature refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited, (4) the use in this Agreement of a pronoun in reference to a Party or Person includes the masculine, feminine or neuter, as the context may require, (5) reference to any Person includes the successors and permitted assigns of that Person, (6) any reference in this Agreement to “\$” means United States dollars, (7) and reference in this Agreement to “*days*” (but not “*Business Days*”) means to calendar days, (8) reference to any law in this Agreement means such law as amended, modified, codified, reenacted, supplemented or superseded in whole or in part, and in effect from time to time together with any rules or regulations promulgated thereunder, (9) any reference in this Agreement to “*related to*”, “*relating to*” or a similar phrase, in each case, in respect of the business of the Sellers, the Acquired Interests, or any other matter means, unless the context otherwise requires, “*related in whole or in part to*”, “*relating in whole or in part to*” or a similar construction in the case of a similar phrase, as applicable, and (10) any reference in this Agreement to “*transactions contemplated by this Agreement*” or words of similar import includes the transactions contemplated by the other Ancillary Documents except as the context may otherwise require. The Annex, Schedules and Exhibits attached to this Agreement are deemed to be part of this Agreement and included in any reference to this Agreement. If the deadline for performance falls on a day that is not a Business Day, then the actual deadline for performance will be the next succeeding day that is a Business Day.

## ARTICLE XIII SURVIVAL AND INDEMNIFICATION

### 13.1 Survival; Limited Recourse Against Sellers.

(a) The representations and warranties of the Sellers, Buyer and Buyer 2 contained herein and in any certificate or other writing delivered by the Sellers pursuant hereto, including any representation or warranty that may be deemed to be made pursuant to Section 1.1 with respect to the Acquired Interests being acquired by Buyer or Buyer 2 free and clear of any and all Encumbrances (other than Permitted Encumbrances (except that the Fieldwood U.A. Interests and the JV Interests shall not be subject to any Permitted Encumbrances)), shall terminate upon and not survive the Closing and there shall be no liability (whether arising in contract, tort or otherwise, or whether at law or in equity, and regardless of the legal theory under which any entitlement, remedy or recourse may be sought or imposed (including all rights afforded by any statute which limits the effects of a release with respect to unknown claims)) thereafter in respect thereof. Nothing herein shall limit Buyer's or Buyer 2's remedies in the event of Fraud, except that Buyer and Buyer 2 shall have no remedy in the event of Fraud with respect to Fieldwood Energy I, FW GOM Pipeline, GOM Shelf or any of their respective Subsidiaries. Each of the covenants of the Sellers, Buyer and Buyer 2 contained in this Agreement shall terminate upon the Closing except to the extent that performance under such covenant is to take place after Closing, in which case such covenant shall survive the Closing until the earlier of (i) performance of such covenant in accordance with this Agreement or (ii) the expiration of applicable statute of limitations with respect to any claim for any failure to perform such covenant (for clarity, any covenant that may be deemed to be made pursuant to Section 1.1 with respect to the Acquired Interests being acquired by Buyer or Buyer 2 free and clear of any and all Encumbrances (other than Permitted Encumbrances (except that the Fieldwood U.A. Interests and the JV Interests shall not be subject to any Permitted Encumbrances) shall terminate upon Closing)). The intended effect of termination of representations, warranties, covenants and agreements is to bar, from and after the date of termination, any claim or cause of action based on (x) the alleged inaccuracy of such representation or breach of such warranty or (y) an alleged breach or failure to fulfill such covenant or agreement; *provided* that if a written notice of any claim with respect to any covenant to be performed after Closing is given prior to the expiration of such covenant then such covenant shall survive until, but only for purposes of, the resolution of such claim by final, non-appealable judgment or settlement.

(b) Neither Buyer nor Buyer 2 shall have any recourse against any Person who is not a party to this Agreement (excluding any successor or assign of any Seller), including any Affiliate of any Seller or any lender or creditor of any Seller from and after Closing for any Losses relating to the Acquired Interests or this Agreement (including with respect to title and environmental matters) or the Sellers' breach of any representations and warranties, covenants or other provision of this Agreement. In addition, each of Buyer and Buyer 2 agree to the terms, conditions and limitations set forth in Section 1.5.

(c) No Seller shall have any recourse against any Person who is not a party to this Agreement (excluding any successor or assign of Buyer or Buyer 2), including any Affiliate of Buyer or Buyer 2 or any lender or creditor of Buyer or Buyer 2 from and after Closing for any Losses relating to the Acquired Interests or this Agreement (including with respect to title and environmental matters) or Buyer or Buyer 2's breach of any representations and warranties, covenants or other provision of this Agreement.

(d) For the avoidance of doubt, nothing in this Agreement shall prohibit the Sellers from ceasing operations or winding up their respective affairs following the Closing.



13.2 Indemnification by Buyer. From and after Closing, Buyer hereby agrees to indemnify and hold each Seller, Fieldwood Energy I, GOM Shelf, and each of their successors, their Affiliates and all of their respective officers, managers, directors, employees, equity owners and agents (collectively, the “***Seller Indemnified Parties***”) harmless from and against any and all Liabilities (including reasonable attorneys’ fees and costs incurred in connection therewith) based upon, attributable to or resulting from:

- (a) the Fieldwood Energy I Closing Accounts Payable; and
- (b) all Assumed Liabilities to the extent associated with the Co-Owned Assets that are Acquired Interests.

### 13.3 Indemnification Procedures.

(a) In the event that any proceedings shall be instituted or that any claim or demand shall be asserted by any Indemnified Party in respect of which indemnity may be sought under this Agreement (an “***Indemnification Claim***”), the Indemnified Party shall reasonably and promptly cause written notice of the assertion of any Indemnification Claim of which it has knowledge which is covered by such indemnity to be provided to the Indemnifying Party. Such notice shall set forth in reasonable detail such Indemnification Claim and the basis for indemnification. The failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of its obligation hereunder, except to the extent such failure shall have actually prejudiced the Indemnifying Party. The Indemnifying Party shall have the right, at its sole option and expense, to be represented by counsel of its choice, and to appoint lead counsel for and control, defend against, negotiate, settle or otherwise deal with any Indemnification Claim which relates to any Losses indemnified against hereunder. If the Indemnifying Party elects to appoint lead counsel for and control, defend against, negotiate, settle or otherwise deal with any Indemnification Claim which relates to any Losses indemnified against hereunder, it shall within thirty (30) days of receipt of the Indemnification Claim notify the Indemnified Party of its intent to do so. If the Indemnifying Party elects not to appoint lead counsel for and control, defend against, negotiate, settle or otherwise deal with any Indemnification Claim which relates to any Losses indemnified against hereunder, the Indemnified Party may control, defend against, negotiate, settle or otherwise deal with such Indemnification Claim. If the Indemnifying Party shall assume the control of the defense of any Indemnification Claim, the Indemnified Party may participate, at his or its own expense, in the defense of such Indemnification Claim; *provided, however*, that such Indemnified Party shall be entitled to participate in any such defense with separate counsel at the expense of the Indemnifying Party if (i) so requested by the Indemnifying Party to participate or (ii) in the reasonable opinion of counsel to the Indemnified Party a conflict or potential conflict exists between the Indemnified Party and the Indemnifying Party that would make such separate representation advisable; and *provided, further*, that the Indemnifying Party shall not be required to pay for more than one (1) such counsel for all Indemnified Parties in connection with any Indemnification Claim. The Parties agree to cooperate fully with each other in connection with the defense, negotiation or settlement of any such Indemnification Claim. Notwithstanding anything in this Section 13.3 to the contrary, if the Indemnifying Party shall assume the control of the defense of any Indemnification Claim, the Indemnifying Party shall not, without the written consent of the Indemnified Party (which shall not be unreasonably withheld, conditioned or delayed), settle or compromise any Indemnification Claim or consent to entry of any judgment



unless the claimant provides to the Indemnified Party an unqualified release from all liability in respect of the Indemnification Claim. If the Indemnifying Party makes any payment on any Indemnification Claim, the Indemnifying Party shall be subrogated, to the extent of such payment, to all rights and remedies of the Indemnified Party to any insurance benefits or other claims of the Indemnified Party with respect to such Indemnification Claim.

(b) After any final decision, judgment or award shall have been rendered by a Governmental Authority of competent jurisdiction and the expiration of the time in which to appeal therefrom, or a settlement shall have been consummated, or the Indemnified Party and the Indemnifying Party shall have arrived at a mutually binding agreement with respect to an Indemnification Claim hereunder, the Indemnified Party shall forward to the Indemnifying Party notice of any sums due and owing by the Indemnifying Party pursuant to this Agreement with respect to such matter. In the case of an Indemnification Claim that does not involve a third-party claim, if the Indemnifying Party does not notify the Indemnified Party within thirty (30) days following the receipt of a notice with respect to any such claim that the Indemnifying Party disputes its indemnity obligation to the Indemnified Party for any Losses with respect to such claim, such Losses shall be conclusively deemed a liability of the Indemnifying Party and the Indemnifying Party shall promptly pay to the Indemnified Party any and all Losses arising out of such claim. If the Indemnifying Party has timely disputed its indemnity obligation for any Losses with respect to such claim, the parties shall proceed in good faith to negotiate a resolution of such dispute and, if not resolved through negotiations, such dispute shall be resolved by litigation in an appropriate court of jurisdiction determined pursuant to Section 12.8.

(c) The amount of any Losses payable by the Indemnifying Party shall be net of any (i) amounts recovered or recoverable by the Indemnified Party under applicable insurance policies or from any other Person alleged to be responsible therefor, and (ii) Tax benefit actually realized by the Indemnified Party arising from the incurrence or payment of any such Losses in the taxable year such Loss was incurred. If the Indemnified Party receives any amounts under applicable insurance policies, or from any other Person alleged to be responsible for any Losses, subsequent to an indemnification payment by the Indemnifying Party, then such Indemnified Party shall promptly reimburse the Indemnifying Party for any payment made or expense incurred by such Indemnifying Party in connection with providing such indemnification payment up to the amount received by the Indemnified Party, net of any expenses incurred by such Indemnified Party in collecting such amount.

(d) The Indemnifying Party shall not be liable for any (i) consequential damages (but, for the avoidance of doubt, without limiting liability for direct damages), (ii) punitive damages or (iii) Losses for lost profits.

(e) Each Indemnified Party must mitigate in accordance with applicable Law any loss for which such Indemnified Party seeks indemnification under this Agreement. If such Indemnified Party mitigates its loss after the Indemnifying Party has paid the Indemnified Party under any indemnification provision of this Agreement in respect of that loss, the Indemnified Party must notify the Indemnifying Party and pay to the Indemnifying Party the extent of the value of the benefit to the Indemnified Party of that mitigation (less the Indemnified Party's reasonable costs of mitigation) within two (2) Business Days after the benefit is received.

(f) Each Indemnified Party shall use reasonable efforts to collect any amounts available under insurance coverage, or from any other Person alleged to be responsible, for any Losses payable under an indemnity in this Agreement.

(g) Express Negligence. THE INDEMNIFICATION, RELEASE, ASSUMED LIABILITIES, RETAINED LIABILITIES, WAIVER AND LIMITATION OF LIABILITY PROVISIONS PROVIDED FOR IN THIS AGREEMENT SHALL BE APPLICABLE WHETHER OR NOT THE LIABILITIES, LOSSES, COSTS, EXPENSES AND DAMAGES IN QUESTION AROSE OR RESULTED SOLELY OR IN PART FROM THE SOLE, ACTIVE, PASSIVE, CONCURRENT OR COMPARATIVE NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OR VIOLATION OF LAW OF OR BY ANY INDEMNIFIED PARTY.

(h) Tax Treatment of Indemnity Payments. The Sellers, Buyer and Buyer 2 agree to treat any indemnity payment made pursuant to this Agreement as an adjustment to the Consideration for federal, state, local and foreign income tax purposes. Any indemnity payment under this Agreement shall be treated as an adjustment to the value of the asset upon which the underlying Indemnification Claim was based, unless a final determination (within the meaning of Section 1313 of the Code) with respect to the Indemnified Party or any of its Affiliates causes any such payment not to be treated as an adjustment to the value of the asset for United States federal income tax purposes.

(i) Sole and Exclusive Remedy. Except for any post-Closing payment expressly contemplated by this Agreement or any claim for a breach of a Party's covenants hereunder (to the extent not limited by Section 13.1(a)) or for Fraud (but not Fraud with respect to Fieldwood Energy I, FW GOM Pipeline, GOM Shelf or any of their respective Subsidiaries), the remedies provided in this Article XIII and in Section 8.3 shall be the sole and exclusive legal and equitable remedies of the Parties, from and after the Closing, with respect to this Agreement and the transactions contemplated hereby, and no Person will have any other entitlement, remedy or recourse, whether in contract, tort or otherwise, or whether at law or in equity, and regardless of the legal theory under which such entitlement, remedy or recourse may be sought or imposed (including all rights afforded by any statute which limits the effects of a release with respect to unknown claims), it being agreed that all of such other remedies, entitlements and recourse are expressly waived and released by the Parties to the fullest extent permitted by law.

*[Signature page follows.]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Execution Date.

**SELLERS:**

Fieldwood Energy Inc.

By: \_\_\_\_\_  
Name:  
Title:

Fieldwood Energy LLC

By: \_\_\_\_\_  
Name:  
Title:

Dynamic Offshore Resources NS, LLC

By: \_\_\_\_\_  
Name:  
Title:

Fieldwood Energy Offshore LLC

By: \_\_\_\_\_  
Name:  
Title:

Fieldwood Onshore LLC

By: \_\_\_\_\_  
Name:  
Title:

Fieldwood SD Offshore LLC

By: \_\_\_\_\_  
Name:  
Title:

Fieldwood Offshore LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FW GOM Pipeline, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GOM Shelf LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Bandon Oil and Gas GP, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Bandon Oil and Gas, LP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Fieldwood Energy SP LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Galveston Bay Pipeline LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Galveston Bay Processing LLC

By: \_\_\_\_\_

Name:

Title:

**BUYER:**

[\_\_\_\_\_]

By: \_\_\_\_\_

Name:

Title:

**BUYER 2:**

[\_\_\_\_\_]

By: \_\_\_\_\_

Name:

Title:

## **Annex I**

### **Definitions**

The following terms and expressions shall have the following meanings:

“**1933 Act**” means the Securities Act of 1933, as amended, and the rules and regulations as promulgated thereunder.

“**365 Contracts**” means all Applicable Contracts and other executory contracts and unexpired leases to which a Seller is a party that relate to the Acquired Interests, in each case that may be assumed by one or more Sellers pursuant to Section 365 of the Bankruptcy Code.

“**365 Schedule**” is defined in Section 6.7(a).

“**Accounts Receivable Collections**” is defined in Section 10.12(c).

“**Accounts Receivable Setoff**” is defined in Section 10.12(b).

“**Acquired Interests**” is defined in Section 1.2.

“**Affiliate**” means, with respect to a Person, any other Person that, as of the relevant time for which the determination of affiliation is made, directly or indirectly controls, is controlled by, or is under common control with, such Person. For purposes of this definition, the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, contract, voting trust, membership in management or in the group appointing or electing management or otherwise through formal or informal arrangements or business relationships.

“**Agent**” is defined in the recitals.

“**Agreement**” is defined in the preamble and includes all annexes, schedules and exhibits hereto, as well as all supplements, amendments and restatements hereof.

“**Allocated Value**” means the value allocated to the applicable Acquired Interest, if any, as agreed in good faith by Buyer and the Sellers.

“**Allowed Priority Tax Claim**” has the meaning set forth in the Plan.

“**Allowed Specified Administrative Expense Claims**” has the meaning set forth in the Plan.

“**Alternative Bidder**” is defined in Section 6.4(b).

“**Alternative Transaction**” means (a) any sale, transfer or other disposition of all or a material portion of the Acquired Interests or (b) any series of sales, transfers or other dispositions of any portion of the Acquired Interests that, when taken collectively, constitutes a disposition of all or a material portion of the Acquired Interests, in each case, to any Person or Persons other than Buyer.



**“Ancillary Documents”** means each Assignment, Bill of Sale and Conveyance, the Assignment and Assumption Agreement, the Office Assets Conveyance, the TSA, the Farmout Agreement, the ST 308 Performance Bond, the SEMS Bridging Agreement, the Assignment of Leases and Subleases, the Joint Operating Agreement Amendments, the JV Assignment Agreement, the Funding Agreement, the Release Document and any other agreement, document, instrument or certificate entered into or delivered pursuant to this Agreement.

**“Antitrust Law”** means, collectively, the HSR Act, Title 15 of the United States Code §§ 17 (the Sherman Act), Title 15 of the United States Code §§ 12-27 and Title 29 of the United States Code §§ 52-53, (the Clayton Act), the Federal Trade Commission Act (15 U.S.C. §§ 41, et seq.) and the rules and regulations promulgated thereunder and any other Laws that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition.

**“Apache PSA”** means that certain Purchase and Sale Agreement, dated as of July 18, 2013, by and among Apache Corporation, Apache Deepwater LLC, Apache Shelf, Inc., Apache Shelf Exploration LLC, GOM Shelf and Fieldwood, as amended from time to time, and the transaction documents executed in connection therewith.

**“Applicable Consent”** means any consent, waiver or approval that is required to be obtained from, or any notice that is required to be given to, any Third Person as a result of the assignment of the Acquired Interests by the Sellers to Buyer as contemplated by this Agreement (each, a **“Consent”**) that (a) relates to an Assigned Contract, which consent, waiver or approval would be required for such Assigned Contract to be assumed and assigned to Buyer, after giving effect to Sections 365(c)(1) and 365(f)(1) of the Bankruptcy Code or (b) that relates to any Acquired Interest other than an Assigned Contract, other than, in each case, (i) for Preferential Rights and (ii) any Governmental Approvals.

**“Applicable Contracts”** means (a) all Contracts (*provided that*, for clarity, any “Operating Agreement” or “Joint Operating Agreement” identified on the 365 Schedule shall be deemed a Contract for purposes of this definition) to which a Seller is a party or is bound to the extent covering, attributable to or relating to any of the Acquired Interests or to which any of the Acquired Interests is subject or bound, including, without limitation, operating agreements, crude oil, condensate and natural gas purchase and sale agreements, gathering agreements, transportation agreements, marketing, disposal or injection agreements, farmout and farmin agreements, unitization, pooling and communitization agreements, exploration agreements, development agreements, area of mutual interest agreements, exchange and processing contracts and agreements, partnership and joint venture agreements, confidentiality agreements and any other similar contracts, agreements and instruments, and all amendments thereto, and (b) all Easements.

**“Applicable Governmental Approval”** is defined in Section 2.4.

**“Applicable Shared Asset Interests”** means, with respect to each asset described on Schedule 1.2, the portion of the Sellers’ right, title, and interest in each such asset that corresponds to the portion of the Sellers’ right, title and interest in the Co-Owned Leases, the Co-Owned Subject Units and the Co-Owned Wells (collectively, the “Co-Owned Oil and Gas Properties”), as applicable, conveyed to Buyer under this Agreement.

***“AR Collections Period”*** is defined in Section 10.12(b).

***“Assets”*** is defined in Section 1.2.

***“Assigned 365 Contracts”*** is defined in Section 6.7(a).

***“Assigned 365 Contracts List”*** is defined in Section 6.7(a).

***“Assigned Contracts”*** means (a) the Assigned 365 Contracts and (b) all Applicable Contracts that are not 365 Contracts (other than Excluded Assets), and any and all amendments, ratifications or extensions of the foregoing.

***“Assignment and Assumption Agreement”*** means that Assignment and Assumption Agreement to be entered into at Closing by the parties thereto, in the form attached as **Exhibit I** hereto.

***“Assignment, Bill of Sale and Conveyance”*** means that Bill of Sale, Assignment and Assumption Agreement to be entered into at Closing by the parties thereto in the form attached as **Exhibit G** hereto for the Co-Owned Assets and in the form attached as **Exhibit H** hereto for the Other Assets.

***“Assignment of Leases and Subleases”*** means each Assignment and Assumption of Leases and Subleases to be entered into at Closing by the parties thereto for the Office Sublease, the Lafayette Lease Agreement, the Warehouse Lease and the Lubrizol Sublease, in the form attached as **Exhibit J** hereto.

***“Assumed Employee Plan”*** is defined in Section 4.18(a).

***“Assumed Liabilities”*** is defined in Section 11.1.

***“Avoidance Action”*** means any avoidance, preference, recovery, claim, right or cause of action of any Seller arising under Chapter 5 of the Bankruptcy Code or under any analogous state or federal bankruptcy or non-bankruptcy laws.

***“Backstop Commitment Letter”*** has the meaning set forth in the Plan.

***“Balance Sheet Date”*** is defined in Section 4.27.

***“Bankruptcy Cases”*** is defined in the recitals.

***“Bankruptcy Code”*** is defined in the recitals.

***“Bankruptcy Court”*** is defined in the recitals.

***“Bankruptcy Rules”*** is defined in the recitals.

***“BOEM”*** means the Bureau of Ocean Energy Management or any successor agency thereto.

**“BOEM Qualifications”** means the Person has received a GOM qualification number from BOEM, and is able to bid on, own and hold a lease on the Outer Continental Shelf, Gulf of Mexico region.

**“BSEE”** means the Bureau of Safety and Environmental Enforcement or any successor agency thereto.

**“Business Day”** means any day other than a Saturday, a Sunday or any other day on which banking institutions in, New York, New York or Houston, Texas, are required or authorized by Law or executive order to be closed.

**“Buyer”** is defined in the preamble.

**“Buyer 2”** is defined in the preamble.

**“Buyer Grandparent”** is defined in Section 5.11(b).

**“Buyer Grandparent Equity Interests”** is defined in Section 5.1(c).

**“Buyer Intermediate”** is defined in Section 5.1(b).

**“Buyer Obligation”** is defined in Section 2.1(c).

**“Buyer Parent”** is defined in Section 5.1(b).

**“Buyer Parent Debt”** is defined in Section 2.1(c).

**“Cash Portion”** means an amount in cash (which amount shall not exceed the proceeds of the Second Lien Exit Facility (as defined in the Plan) plus the proceeds of the Equity Rights Offering (as defined in the Plan) less \$100,000,000), equal to (a) the Effective Date Cash Obligations Amount, less (b) the Closing Cash Amount.

**“Casualty Event”** means (a) any fire, explosion, accident, earthquake, act of the public enemy, act of God or other similar event or occurrence that results in damage to or the destruction of any Acquired Interest and (b) any taking, or threatened taking, of any Acquired Interest by condemnation or under the right of eminent domain.

**“CERCLA”** is defined in the definition of Environmental Contaminants.

**“Claims”** means any and all claims, demands, Encumbrances, notices of non-compliance or violation, notices of Liability or potential Liability, investigations, incidents of non-compliance (INCs), actions (whether judicial, administrative or arbitrational), causes of action, suits, proceedings and controversies.

**“Closing”** means the consummation of the transactions contemplated in this Agreement.

**“Closing Accounts Receivable”** means all current assets of the Sellers as of the Effective Time that are included in the Working Capital Assets, other than such current assets attributable to the Acquired Interests.

**“Closing Accounts Receivables Statement”** is defined in Section 10.12(a).

**“Closing Cash Amount”** means the amount of cash in accounts of the Sellers as of immediately prior to the Effective Time, excluding all restricted cash (restricted cash includes, for the avoidance of doubt, all Suspense Funds, Excluded Suspense Funds, Prepaid JOA Funds, Excluded Prepaid JOA Funds, Undisbursed Revenue and Excluded Undisbursed Revenue), as determined in good faith by the Sellers and Buyer in accordance with GAAP.

**“Closing Date”** is defined in Section 9.1.

**“COBRA”** means Section 4980B of the Code and Sections 601 through 608 of ERISA.

**“Code”** means the Internal Revenue Code of 1986, as amended.

**“Company Group”** means any group of entities filing Tax Returns on an affiliated, combined, consolidated, unitary or similar basis for Tax purposes that, at any time on or before the Closing Date, includes or has included Fieldwood U.A. or Fieldwood Mexico or any of their respective Subsidiaries.

**“Confidential Information”** is defined in Section 10.5.

**“Confirmation Hearing”** means the hearing to be held by the Bankruptcy Court regarding confirmation of the Plan, as such hearing may be adjourned or continued from time to time.

**“Confirmation Order”** means an order of the Bankruptcy Court in form and substance, including with respect to (i) all findings of fact and conclusions of law and (ii) the matters described in Section 2.3 through Section 2.5, acceptable to Fieldwood and the Buyer, confirming the Plan and, without limitation to the generality of the foregoing, such Confirmation Order shall provide that the transfer of the Acquired Interests to Buyer shall be, pursuant to, inter alia, Sections 105, 363, 365, 1123(a)(5)(b), 1129, 1141 and 1146 of the Bankruptcy Code, free and clear of any and all Encumbrances (other than Permitted Encumbrances (except for the Fieldwood U.A. Interests and the JV Interests, which shall not have any Permitted Encumbrances)) and Retained Liabilities, which Confirmation Order shall be subject to the consent rights set forth in the Restructuring Support Agreement.

**“Confirmation Outside Date”** has the meaning set forth in the Plan.

**“Consent”** is defined in the definition of Applicable Consent.

**“Consenting Creditors”** has the meaning set forth in the Plan.

**“Consideration”** is defined in Section 2.1(a).

**“Contracts”** means any agreement, license, lease, sublease, sublicense, contract, promise, obligation, sale or purchase order, service order, indenture, note, bond, loan, mortgage, deed of trust, instrument, commitment or undertaking, including any exhibits, annexes, appendices or attachments thereto, and any amendments, modifications, supplements, extension or renewals thereto, but excluding, however (a) any Lease, easement (including the Easements), right-of-way

or other instrument, in each case, creating any oil and gas mineral interest or other real property interests and (b) any Permit.

“**Conveyed**” means conveyed, assigned, or sold pursuant to the Apache PSA, regardless of whether such conveyance, assignment, or bill of sale was recorded in the appropriate records of, or approved or recognized by, any applicable Governmental Authority.

“**Co-Owned Assets**” is defined in Section 1.2.

“**Co-Owned Assigned Contracts**” means the Assigned Contracts relating to any Co-Owned Lease, Co-Owned Subject Unit, Co-Owned Easement or Co-Owned Inventory.

“**Co-Owned Easements**” is defined in Section 1.2(c).

“**Co-Owned Field Assets**” means the Co-Owned Leases, Co-Owned Subject Units, Co-Owned Easements, Co-Owned Wells and Co-Owned Inventory.

“**Co-Owned Field Data**” is defined in Section 1.2(i).

“**Co-Owned Inventory**” is defined in Section 1.2(e).

“**Co-Owned Leases**” is defined in Section 1.2(a).

“**Co-Owned Records**” is defined in Section 1.2(j).

“**Co-Owned Scheduled Wells**” is defined in Section 1.2(d).

“**Co-Owned Subject Unit**” is defined in Section 1.2(b).

“**Co-Owned Subject Unit Agreement**” is defined in Section 1.2(b).

“**Co-Owned Wells**” is defined in Section 1.2(d).

“**Credit Agreement**” means that certain *Amended and Restated First Lien Credit Agreement*, dated as of April 11, 2018, by and among Fieldwood, as borrower, Fieldwood Energy Inc., as holdings, Cantor Fitzgerald Securities, as the administrative agent and collateral agent, the lenders party thereto, and the other parties thereto, as amended, restated, amended and restated, supplemented, or otherwise modified.

“**Credit Bid and Release**” is defined in Section 2.1(a)(1).

“**Credit Bid and Release New Equity Interests**” means the New Equity Interests being distributed to the holders of Allowed FLTL Secured Claims (as defined in the Plan) pursuant to the Plan.

“**Credit Bid and Release Rights**” means the Subscription Right (as defined in the Plan).

“**Cure Costs**” means, with respect to any given 365 Contract, all monetary liabilities, including pre-petition monetary liabilities, of the Sellers that must be paid or otherwise satisfied

to cure all of the Sellers' monetary defaults under such 365 Contract pursuant to Section 365 of the Bankruptcy Code in order for such 365 Contract to be assumed and assigned to Buyer (if applicable) as provided hereunder, as such amounts are determined by the Bankruptcy Court or approved pursuant to the assignment and assumption procedures provided for in the Plan, Confirmation Order, or herein.

***"D&O Indemnified Liabilities"*** is defined in Section 10.13(a).

***"D&O Indemnified Parties"*** is defined in Section 10.13(a).

***"Data Obligations"*** is defined in Section 4.25(i).

***"Debtors"*** is defined in the recitals.

***"Decommissioning"*** has the meaning ascribed to such term in the Decommissioning Agreement.

***"Decommissioning Agreement"*** means that Decommissioning Agreement, dated as of September 30, 2013, by and among Apache Corporation, Apache Shelf, Inc., Apache Deepwater LLC, Apache Shelf Exploration LLC, Fieldwood and GOM Shelf, as amended.

***"Delayed Asset"*** is defined in Section 2.3(b).

***"Designation Deadline"*** is defined in Section 6.7(c).

***"DIP Facility Credit Agreement"*** means that certain *Senior Secured Debtor-in-Possession Term Loan Credit Agreement*, dated as of August 24, 2020, by and among Fieldwood, as borrower, Fieldwood Energy Inc., as holdings, Cantor Fitzgerald Securities, as the administrative agent and collateral agent, the lenders party thereto, and the other parties thereto, as amended, restated, amended and restated, supplemented, or otherwise modified from time to time.

***"Direction Letter"*** is defined in the recitals.

***"Disclosure Schedules"*** is defined in Section 12.15.

***"Disclosure Statement"*** means the Disclosure Statement For Joint Chapter 11 Plan Of Fieldwood Energy LLC And Its Affiliated Debtors, as may be amended, modified, or supplemented from time to time in form and substance acceptable to the Debtors, the Required DIP Lenders, and the Requisite FLTL Lenders.

***"Disclosure Statement Order"*** means an order of the Bankruptcy Court approving the Disclosure Statement.

***"Divisive Merger"*** has the meaning set forth in the Plan.

***"Divisive Merger Effective Time"*** means the effective time of the Divisive Merger.

***"Easements"*** means the Co-Owned Easements and Other Easements.



**“Effective Date”** means the **“Effective Date”** of the Plan.

**“Effective Date Cash Obligations”** means the Sellers’ obligations under the Confirmation Order, the Plan, the Plan of Merger and the transactions contemplated thereby and this Agreement, including, without limitation, collectively: (i) the DIP Claims (as defined in the Plan) and related fees and expenses as provided in Section 2.4 of the Plan, (ii) the FLFO Distribution Amount (as defined in the Plan), (iii) the Professional Fee Escrow Amount (as defined in the Plan), (iv) the Restructuring Expenses (as defined in the Plan), (v) any Allowed Postpetition Hedge Claims, (vi) any Cure Amounts (as defined in the Plan), (vii) any Allowed Administrative Expense Claims (as defined in the Plan) not otherwise included in the other subsections of this definition, (viii) any Allowed Priority Tax Claims (as defined in the Plan), (ix) any Allowed Priority Non-Tax Claims (as defined in the Plan), (x) any Allowed Other Secured Claims (as defined in the Plan), (xi) the Plan Administrator Expense Reserve Amount (as defined in the Plan), (xii) the FWE I Cash Amount (as defined in the Plan of Merger), (xiii) an amount for the initial capitalization of Fieldwood Energy III as determined by the Sellers and the Majority Backstop Parties (as defined in the Backstop Commitment Letter), (xiv) any cash distributions to holders of Allowed Unsecured Trade Claims (as defined in the Plan), (xv) any other amounts as agreed between the Sellers and the Required DIP Lenders (as defined in the Plan) and the Requisite FLTL Lenders (as defined in the Plan), (xvi) amounts due or to become due after the Closing pursuant to any Governmental Settlement Agreement and (xvii) the amounts of any Claims asserted prior to the Closing with respect to facts and circumstances existing prior to the Closing (except to the extent such amounts constitute general unsecured claims of the Sellers), including, but not limited to, Claims for personal injury or damage to third party property (but with respect to such Claims that are covered by insurance policies, including for the avoidance of doubt, such Claims for personal injury or damage to third party property, only to the extent of the applicable deductible or retention amount under the applicable insurance policies covering such Claims) and fines and penalties related thereto (except to the extent such Claims or related Liabilities (x) constitute Assumed Liabilities or (y) are satisfied, compromised (to the extent compromised), settled, released or discharged pursuant to the Plan and Confirmation Order), in each case of clauses (i) through (xvii) solely to the extent not paid by the Sellers prior to Closing.

**“Effective Date Cash Obligations Amount”** means the amount of cash necessary to satisfy the Effective Date Cash Obligations, as determined in good faith by the Sellers and Buyer.

**“Effective Time”** is defined in Section 1.4.

**“Employee List”** is defined in Section 4.17(a).

**“Employee Plan”** is defined in Section 4.18(a).

**“Employee Severance”** is defined in Section 6.8(c).

**“Employment Agreements”** is defined in Section 6.22.

**“Encumbrance”** means any encumbrance, license, right of first refusal, mortgage, deed of trust, pledge, security interest, lien, privilege, charge of any kind (including any agreement to grant any of the foregoing), adverse claim of any kind, capital lease, conditional sale or title retention

agreement, lease or sublease in the nature thereof or the filing of or agreement to give any financing statement under the Uniform Commercial Code of any jurisdiction.

**“End Date”** is defined in Section 8.1(b)(i).

**“Environmental Contaminants”** means “hazardous substances” and “pollutants or contaminants” as those terms are defined in Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (“**CERCLA**”), petroleum, including any fraction thereof, any “natural gas, natural liquids, liquefied natural gas, or synthetic gas usable for fuel” as those terms are used in Section 101 of CERCLA, any “solid or hazardous waste” as those terms are defined or used in the Resource Conservation and Recovery Act and any industrial or oil and gas wastes regulated by applicable rules of any relevant Governmental Authority. The term also includes NORM concentrated, disposed of, released from or present on any Field Assets or resulting from or in association with Hydrocarbon activities on any Field Assets.

**“Environmental Law”** means all applicable Laws (including the CERCLA, the Resource Conservation and Recovery Act, the Oil Pollution Act of 1990 and such other applicable Laws relating to the Release, management or disposal of Environmental Contaminants including oilfield waste, in each case as amended from time to time) relating to the protection of the environment or protection of human health (to the extent relating to exposure to Environmental Contaminants).

**“Equity Rights Offering”** has the meaning set forth in the Plan.

**“Equity Rights Offering New Equity Interests”** means the New Equity Interests issuable upon exercise of the Credit Bid and Release Rights in accordance with the Plan.

**“ERISA”** means the Employee Retirement Income Security Act of 1974, as amended.

**“ERISA Affiliate”** is defined in Section 4.18(a).

**“Excluded Assets”** is defined in Section 1.3.

**“Excluded Contracts”** is defined in Section 6.7(c).

**“Excluded Prepaid JOA Funds”** means any funds received by the Sellers (in their capacity as operator of any Excluded Assets) on account of working interest owners in Excluded Assets as prepayments for items under operating or other agreements.

**“Excluded Suspense Funds”** means those proceeds of production and associated penalties and interest in respect of any Excluded Assets or any Hydrocarbons produced from or attributable to any Excluded Assets that belong to one or more Third Persons and are being held in suspense by any Seller or any Affiliate thereof.

**“Excluded Undisbursed Revenue”** means those proceeds of production and associated penalties and interest in respect of any Excluded Assets or any Hydrocarbons produced from or attributable to any Excluded Assets that belong to one or more Third Persons and have been received by, and at the Closing are being held by, the Sellers on account of such Third Persons for disbursement to such Third Persons after the Closing.

“**Execution Date**” is defined in the preamble.

“**Existing D&O Indemnification Terms**” is defined in Section 10.13(a).

“**Farmout Agreement**” means that Farmout Agreement by and among Fieldwood Energy I, GOM Shelf and Buyer, in the form attached hereto as **Exhibit T**.

“**FCPA**” is defined in Section 4.26.

“**Field Assets**” means the Leases, Subject Units, Easements, Wells and Inventory.

“**Field Data**” means the Co-Owned Field Data and Other Field Data.

“**Fieldwood**” is defined in the preamble.

“**Fieldwood Energy I**” means a Texas limited liability company to be formed pursuant to the Plan of Merger under the name Fieldwood Energy I LLC (or such other name as may be substituted therefor in the final, as filed version of the Plan of Merger).

“**Fieldwood Energy I Closing Accounts Payable**” means, whether classified on the books and records of the Sellers as an account payable or otherwise, expenses of the Sellers incurred by any Seller as of the Effective Time but not yet paid as of the Effective Time and attributable to the FWE I Oil and Gas Properties and the GOM Shelf Oil and Gas Properties, including, without limitation:

(a) payables arising from the exploration of and production and sale of oil and gas from the FWE I Oil and Gas Properties and the GOM Shelf Oil and Gas Properties;

(b) payables to third parties on account of third party working interest owners to the extent that there is a corresponding joint interest billing receivable included in the Fieldwood Energy I Closing Accounts Receivable;

(c) obligations for Royalties in respect of the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties payable on account of Hydrocarbons produced from the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties and sold prior to and unpaid as of the Effective Time (*provided* that if a Royalty reporting, miscalculation, or underpayment claim is asserted after the Effective Time with respect to any Royalty paid prior to the Effective Time such claim or obligation shall not be deemed a Fieldwood Energy I Closing Accounts Payable except to the extent any such reporting, miscalculation, or underpayment claim (i) totals more than \$1,000,000, (ii) arises out of the willful misconduct of the person or persons performing such reporting, calculations, or payments as determined by a final, non-appealable judgment of a court or other tribunal having jurisdiction) and (iii) is asserted within three (3) years of the Closing Date;

(d) the GOM Shelf and FW GOM Pipeline Payables;

*provided*, that, Fieldwood Energy I Closing Accounts Payable shall exclude:

- (i) obligations for FWE I Suspense Funds, Excluded Suspense Funds and Excluded Prepaid JOA Funds;
- (ii) Interim Unpaid P&A Expenses;
- (iii) obligations to pay Royalties on Hydrocarbons produced from FWE I Oil and Gas Properties or GOM Shelf Oil and Gas Properties and sold from and after the Effective Date;
- (iv) payables to third parties on account of third party working interest owners other than those described in clause (b) above;
- (v) any Royalty reporting, miscalculation, or underpayment claim in respect of the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties payable on account of Hydrocarbons produced from the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties except as described in clause (c) above;
- (vi) any fines or penalties levied or imposed by governmental authorities prior to the Effective Time with respect to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties;
- (vii) P&A Obligations and Decommissioning expenses; and
- (viii) obligations satisfied, compromised (to the extent compromised), settled, released or discharged pursuant to the Plan and Confirmation Order.

**“Fieldwood Energy I Closing Accounts Receivable”** means all accounts, notes and other receivables of the Sellers attributable to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties as of the Effective Time, including all accounts, notes and other receivables attributable to the sale of oil or gas produced and sold from the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties prior to or as of the Effective Time and joint interest billing receivables for expenses paid by the Sellers as of the Effective Time or for which a payable is included in the Fieldwood Energy I Closing Accounts Payable; *provided* “Fieldwood Energy I Closing Accounts Receivable” shall exclude the Specified Excluded Receivables.

**“Fieldwood Energy III”** means Fieldwood Energy III LLC, a Texas limited liability company.

**“Fieldwood Mexico”** means Fieldwood Mexico B.V., a Dutch private company.

**“Fieldwood U.A.”** means Fieldwood Coöperatief U.A.

**“Fieldwood U.A. Interests”** is defined in Section 1.2(nn).

**“Final Allocation”** is defined in Section 2.2.

**“Final Order”** means an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter which has: (a) not been reversed,

stayed, modified or amended, as to which the time to appeal, petition for certiorari or move for reargument, reconsideration or rehearing has expired and no appeal, petition for certiorari or motion for reargument, reconsideration or rehearing has been timely filed; or (b) as to which any appeal, petition for certiorari or motion for reargument, reconsideration or rehearing that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari, reargument, reconsideration or rehearing was sought; *provided, however*, that the possibility that a motion under Rules 59 or 60 of the Federal Rules of Civil Procedure or any analogous Bankruptcy Rule (or any analogous rules applicable in such other court of competent jurisdiction) may be filed relating to such order or judgment shall not cause such order or judgment not to be a Final Order.

***“Financial Statements”*** means (a) the consolidated quarterly financial statements (unaudited) of Sellers for the fiscal quarter ended September 30, 2020 and the elapsed portion of the fiscal year then ended and (b) the consolidated annual financial statements of Sellers for the year ended December 31, 2019.

***“Foreign Antitrust Approvals”*** is defined in Section 6.5(a).

***“Fourth Amendment to Office Sublease”*** is defined in the definition of Office Sublease.

***“Fraud”*** means common law fraud and requires (a) a false representation with respect to a representation or warranty made by Sellers in Article IV or any certificate delivered by Sellers hereunder, (b) knowledge or belief that the representation was false when made, (c) with intent to induce, and (d) justifiable reliance upon the representation (it being acknowledged that each of Buyer and Buyer 2 has relied on each of the representations in Article IV and the certificates delivered hereunder).

***“Fundamental Representations”*** means the representations and warranties set forth in Section 4.1, Section 4.2, Section 4.3(a), Section 4.4, Section 4.5, Section 4.31(a) and Section 4.31(f).

***“Funding Agreement”*** means a Funding Agreement by and between Buyer and Fieldwood, in the form attached hereto as **Exhibit W**.

***“FW GOM Pipeline”*** is defined in the preamble.

***“FWE I Assets”*** has the meaning set forth in Part A of Schedule I to the Plan of Merger as of the date hereof as reflected in the Plan of Merger as it exists on the date hereof but excluding the Specified Oil and Gas Interests and the Specified P&A Equipment.

***“FWE I Obligations”*** has the meaning set forth in Part B of Schedule I to the Plan of Merger.

***“FWE I Oil and Gas Properties”*** has the meaning set forth in Part A of Schedule I to the Plan of Merger as of the date hereof as reflected in the Plan of Merger as it exists on the date hereof but excluding the Specified Oil and Gas Interests.

**“FWE I Suspense Funds”** means all funds held in suspense (i) by Fieldwood to the extent attributable to any of the FWE I Assets and (ii) by GOM Shelf, and any interest accrued in escrow accounts for such suspended funds.

**“GAAP”** means generally accepted accounting principles in the United States of America, consistently applied.

**“GOM Shelf”** is defined in the preamble.

**“GOM Shelf and FW GOM Pipeline Payables”** means the payables of GOM Shelf and FW GOM Pipeline as of the Effective Time (as determined consistent with the definition of Fieldwood Energy I Closing Accounts Payable).

**“GOM Shelf Oil and Gas Properties”** has the meaning set forth in the Plan of Merger as of the date hereof as reflected in the Plan of Merger as it exists on the date hereof but excluding the Specified Oil and Gas Interests.

**“Governmental Approval”** means any authorization, consent, approval, exemption, franchise, permit or license of, or filing with, or notice or any other action by, any relevant Governmental Authority.

**“Governmental Authority”** means any transnational, domestic or foreign governmental or quasi-governmental federal, state, provincial, county, city, regulatory or administrative authority or other political subdivision or any officer, department, bureau, agency, commission, court or other statutory or regulatory body or instrumentality thereof.

**“Governmental Settlement Agreement”** is defined in Section 6.17.

**“GUC Warrants”** has the meaning set forth in the Plan.

**“Hedges”** is defined in Section 1.2(gg).

**“HSR Act”** means the Hart-Scot-Rodino Antitrust Improvements Act of 1976, and the rules and regulations promulgated thereunder.

**“Hydrocarbons”** is defined in Section 1.2(f).

**“Imbalance”** means (a) any imbalance between (i) the quantity of Hydrocarbons produced from any well and allocated to a Person from time to time and (ii) the share of such production to which such Person is actually entitled by virtue of its ownership interest in such well or in the lease or unit under which such well is produced and (b) any imbalance between (i) the quantity of Hydrocarbons produced from any oil and gas asset and actually delivered from a Third Person pipeline and allocated to a Person from time to time and (ii) the share of such Hydrocarbons to which such Person is actually entitled to receive from such Third Person pipeline.

**“Implementation Agreement”** means that certain Apache Term Sheet Implementation Agreement dated January 1, 2021, by and between Fieldwood, GOM Shelf, Apache Corporation, Apache Shelf, Inc., Apache Deepwater LLC, and Apache Shelf Exploration LLC.



**“Indemnification Claim”** is defined in Section 13.3(a).

**“Indemnified Party”** means a Party entitled to indemnification under this Agreement, whether on behalf of itself or, with respect to the Sellers, any of the Seller Indemnified Parties.

**“Indemnifying Party”** means a Party from whom indemnification is sought under this Agreement by an Indemnified Party.

**“Indemnitors”** is defined in Section 10.13(b).

**“Initial Allocation”** is defined in Section 2.2.

**“Intellectual Property”** means any and all intellectual property rights or industrial property rights throughout the world, including all (a) national and multinational statutory invention registrations, patents and patent applications of any type issued or applied for in any jurisdiction, including all provisionals, divisions, continuations, continuations-in-part, reissues, extensions, re-examinations and the equivalents of any of the foregoing in any jurisdiction, and all inventions disclosed in each such registration, patent or patent application, (b) trademarks, service marks, trade dress, logos, brand names, certification marks, domain names, trade names, corporate names and other indications of origin, whether or not registered, in any jurisdiction, and all registrations and applications for registration of the foregoing in any jurisdiction, and all goodwill associated with the foregoing (collectively, **“Trademarks”**), (c) copyrights (whether or not registered) and registrations and applications for registration thereof in any jurisdiction, including all derivative works, moral rights, renewals, extensions, reversions or restorations associated with such copyrights, regardless of the medium of fixation or means of expression, (d) trade secrets, information, data, specifications, processes, methods, know-how, formulae, techniques, schematics, drawings, blueprints, utility models, designs, technology, software, inventions, discoveries, ideas and improvements, including manufacturing information and processes, engineering and other manuals and drawings, standard operating procedures, flow diagrams, technical information, research records and similar data and information, (e) database rights, industrial designs and industrial property rights and (f) the right to assert, claim or sue and collect damages for the past, present or future infringement, misappropriation or other violation of any of the foregoing.

**“Interim Period”** means the period from the Execution Date through and including the Closing Date.

**“Interim Unpaid P&A Expenses”** means all incurred but unpaid expenses incurred by Fieldwood for Plugging and Abandonment costs and expenses on the FWE I Oil and Gas Properties between the filing on August 3, 2020, of the Bankruptcy Cases and the Divisive Merger Effective Time to the extent not paid as of the Divisive Merger Effective Time.

**“Inventory”** means the Co-Owned Inventory and Other Inventory.

**“IRS”** means the Internal Revenue Service of the United States.

**“Joint Operating Agreement Amendment”** means the amendments to jointly owned properties operating agreements with respect to those Co-Owned Leases (or portion thereof) that

are not subject to any Assigned Contract that is a joint operating agreement or unit operating agreement with one or more Third Persons, in each case that is in form and substance acceptable to Buyer.

***“JV Assignment Agreement”*** means the Assignment Agreements (or equivalent) and related instruments to be entered into at Closing by the parties thereto with respect to the transfer of the Fieldwood U.A. Interests and the JV Interests pursuant to this Agreement, in each case that is in form and substance acceptable to Buyer.

***“JV Interests”*** is defined in Section 1.2(nn).

***“JV Shares”*** is defined in Section 4.31(c).

***“Knowledge”*** means (a) with respect to Buyer and Buyer 2, the actual knowledge of any executive officer of Buyer or Buyer 2, as applicable, and (b) with respect to the Sellers, the actual knowledge of Thomas Lamme, Mike Dane, William Swingle, Patrick Eiland and John Seeger.

***“Lafayette Lease Agreement”*** means that certain Lease Agreement dated as of April 5, 2017, between Fieldwood and Ronnie White Custom Homes, L.L.C.

***“Law”*** means all laws, constitutions, treaties, statutes, ordinances, rules, regulations, codes, orders, judgments, decrees, orders, writs, injunctions and decisions of any Governmental Authority, or having the effect of law in any applicable jurisdiction, including all principles of common law.

***“Lease Burdens”*** means all royalties, overriding royalties, production payments, carried interests, net profits interests, reversionary interests and similar contractual burdens upon, payable out of or measured by Hydrocarbons produced from or allocated to a Lease; and all rentals, shut-in royalties, minimum royalties and bonus payments under a Lease.

***“Leases”*** means the Co-Owned Leases and Other Leases.

***“Liability”*** means any debt, Loss, obligation, duty, commitment, demand, responsibility, suit, judgment, undertaking, royalty, deficiency or obligation (including those arising out of any action, such as any settlement or compromise thereof or judgment or award therein), Claim or Encumbrance of any kind or nature whatsoever whether known or unknown, disclosed or undisclosed, expressed or implied, primary or secondary, direct or indirect, matured or unmatured, determined or indeterminable, disputed or undisputed, secured or unsecured, joint or several, asserted or unasserted, fixed, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, whether due or to become due, whether in contract, tort or otherwise, and whether or not required to be accrued on the financial statements of any entity or individual, including those arising under any Law, or imposed by any Governmental Authority or arbitrator of any kind.

***“Licensed Intellectual Property”*** means any and all Intellectual Property (a) owned by a Third Person and licensed or sublicensed to a Seller or for which a Seller has obtained a covenant not to be sued, in each case, under an Assigned Contract and (b) related to the ownership or operation of the Acquired Interests.

“*Liquidating Trust*” means a liquidating or similar trust as may be established with respect to Sellers’ estates in conjunction with the Bankruptcy Cases.

“*Liquidating Trustee*” means the trustees or other representative of the Liquidating Trust.

“*Losses*” and “*Loss*” means any and all losses, judgments, damages, liabilities, injuries, costs, interest, taxes, settlements, penalties and fines or expenses (including any incidental, indirect or consequential damages, losses, liabilities or expenses, and any lost profits or diminution in value). As used herein, the term “*Losses*” includes reasonable attorneys’ fees and other costs and expenses of any Party entitled to defense or indemnity hereunder incident to (a) the investigation and defense of any Claim that results in litigation or the settlement of any Claim or (b) the enforcement of such defense or indemnity rights under this Agreement.

“*Lubrizol Sublease*” means that certain Sublease, dated December 22, 2018, by and between The Lubrizol Corporation, as sublandlord, and Fieldwood Energy LLC, as subtenant, for Suite 320 in the building known as One Briarlake Plaza and located at 2000 W. Sam Houston Parkway South, Houston, Texas, and that certain Consent to Sublease, effective as of January 29, 2019.

“*Material Adverse Effect*” means a result, event, occurrence, change, circumstance, development or consequence that, individually or in the aggregate, would reasonably be expected to (a) materially and adversely affect the value, condition (financial or otherwise) or results of operations of the Acquired Interests taken as a whole or (b) materially and adversely affect the ability of the Sellers to perform their obligations under this Agreement or the documents executed in connection herewith or consummate the transactions contemplated herein and therein; *provided*, that, with respect to clause (a) only, any result, event, occurrence, change, circumstance, development or consequence to the extent resulting from any of the following matters shall not be taken into account in determining whether a Material Adverse Effect has occurred: (i) changes in financial or securities markets generally; (ii) changes in general economic or political conditions in the United States or worldwide; (iii) changes in conditions or developments generally applicable to the oil and gas industry in the area where the Acquired Interests are located, including, but not limited to, changes in the market price of oil and natural gas; (iv) actions taken after the date of this Agreement as required by this Agreement or with the written consent of Buyer; (v) the commencement or pendency of the Bankruptcy Cases and any adverse effects resulting therefrom, (vi) entering into this Agreement or the announcement of the transactions contemplated hereby (provided, that this clause (vi) shall not be excluded with respect to the representations and warranties and related conditions contained in this Agreement that address the consequences of the execution, announcement or performance of this Agreement or the consummation of the transactions contemplated hereby); (vii) acts of God, including hurricanes, storms or other naturally occurring events; (viii) acts or failures to act of Governmental Authorities, except as a result of any action or inaction by or on behalf of the Sellers; **[(ix) matters expressly disclosed on any Exhibit or Annex to this Agreement or in the Disclosure Schedules]**; (x) any epidemic, pandemic or disease outbreak (including the COVID-19 virus) or hostilities, terrorist activities or war or any similar disorder and, in each case, governmental actions related thereto; (xi) matters that are cured or no longer exist by the earlier of Closing and the termination of this Agreement; (xii) any change in laws or in GAAP and any interpretations thereof from and after the Execution Date; (xiii) any reclassification or recalculation of reserves in the ordinary course of business; (xiv)

natural declines in well performance; (xv) the departure of officers or directors of the Sellers after the Execution Date; (xvi) any objections in the Bankruptcy Court to (A) this Agreement and the other Ancillary Documents and the transactions contemplated hereby and thereby, (B) the reorganization of any Seller and any related plan of reorganization or disclosure statement or (C) the Plan of Merger or transactions contemplated thereby; and (xvii) any order of the Bankruptcy Court (except any such order that would preclude or prohibit the Sellers from consummating the transactions contemplated by this Agreement) or any actions or omissions of the Sellers in compliance therewith; *provided*, that, with respect to clauses (i) through (iii), (vii), (viii), (x) and (xii) any such result, event, occurrence, change, circumstance, development or consequence shall not be disregarded to the extent that it has had a disproportionate effect on the Acquired Interests relative to similar oil and gas assets in the Gulf of Mexico held by other participants in the industries in which the Acquired Interests are operated.

**“Material Contract”** is defined in Section 4.14(a).

**“Mexico JV”** is defined in Section 1.2(nn).

**“Net Revenue Interest”** means, with respect to each Lease and Scheduled Well, the interest in and to all Hydrocarbons produced and saved from or attributable to such Lease or Scheduled Well, after giving effect to all valid Lease Burdens, carried interests, reversionary interests and other similar interests constituting burdens upon, measured by or payable out of Hydrocarbons produced and saved from or attributable to such Lease or Scheduled Well.

**“New Equity Interests”** has the meaning set forth in the Plan.

**“New Warrants”** has the meaning set forth in the Plan.

**“Non-Recourse Party”** is defined in Section 12.14.

**“Non-Transferred Asset”** is defined in Section 10.3(b).

**“NORM”** means naturally occurring radioactive material.

**“Notice”** is defined in Section 12.2.

**“NPA”** means that certain Non-Prosecution Agreement dated as of February 9, 2021, entered into between Fieldwood and the United States Attorney’s Office for the Eastern District of Louisiana.

**“Office Assets”** is defined in Section 1.2(dd).

**“Office Assets Conveyance”** means that Bill of Sale, Assignment and Assumption Agreement to be entered into at the Closing by the parties thereto, in the form attached as Exhibit K hereto.

**“Office Sublease”** means that certain Sublease Agreement, dated as of September 30, 2013, between Apache Corporation, as sublessor, and Fieldwood, as sublessee, for space in the building known as One BriarLake Plaza located at 2000 West Sam Houston Parkway South, Houston,

Texas, as amended by (i) First Amendment to Sublease Agreement, dated as of January 2, 2014, (ii) Second Amendment to Sublease Agreement, dated as of September 7, 2017, (iii) Third Amendment to Sublease Agreement, dated as of May 28, 2018, and (iv) Fourth Amendment to Sublease, dated as of \_\_\_\_\_, 2020 (the “**Fourth Amendment to Office Sublease**”).

“**Organizational Documents**” is defined in Section 4.31(b).

“**OSFR**” means Oil Spill Financial Responsibility.

“**Other Assets**” is defined in Section 1.2(n).

“**Other Assigned Contracts**” means all Assigned Contracts other than the Co-Owned Assigned Contracts.

“**Other Easements**” is defined in Section 1.2(q).

“**Other Field Assets**” means the Other Leases, Other Subject Units, Other Easements, Other Wells and Other Inventory.

“**Other Field Data**” is defined in Section 1.2(w).

“**Other Inventory**” is defined in Section 1.2(s).

“**Other Leases**” is defined in Section 1.2(o).

“**Other Records**” is defined in Section 1.2(x).

“**Other Scheduled Wells**” is defined in Section 1.2(r).

“**Other Subject Unit**” is defined in Section 1.2(p).

“**Other Subject Unit Agreement**” is defined in Section 1.2(p).

“**Other Wells**” is defined in Section 1.2(r).

“**Owned Intellectual Property**” means any and all Intellectual Property (except for Trademarks) (a) owned or purported to be owned by any Seller and (b) related to the ownership or operation of the Acquired Interests.

“**P&A Obligations**” means any and all obligations, liabilities, damages, losses, and claims arising out of or attributable to the payment or performance of all Plugging and Abandonment.

“**Parties**” and “**Party**” are defined in the preamble.

“**Permit**” means any permit, license, authorization, certificate, registration, franchise, exemptions, waiver, consent, approval or other similar rights or privileges granted by any Governmental Authority.

***“Permitted Encumbrances”*** means:

(a) easements, restrictive covenants, servitudes, permits, surface leases and other rights with respect to surface operations, and rights-of-way on, over or in respect of any of the Acquired Interests that, singularly or in the aggregate, do not prevent or materially interfere with the ownership, value or operation of the affected Acquired Interests and which are of a nature that would be reasonably acceptable to a prudent owner or operator of oil and gas properties;

(b) all applicable Laws and all rights reserved to or vested in any Governmental Authority: (1) to control or regulate the Assets in any manner, (2) by the terms of any right, power, franchise, grant, license or Permit issued by any Governmental Authority, or by any provision of applicable Law, to terminate such right, power, franchise, grant, license or permit or to purchase, condemn, expropriate or recapture or to designate a purchaser of any Asset; (3) to use such Asset in a manner which does not materially impair the use of such property for the purposes for which it is currently owned and operated; or (4) to enforce any obligations or duties affecting the Assets to any Governmental Authority with respect to any franchise, grant, license or permit, excluding in each case of clauses (1) through (4) any such rights or Laws resulting from any breach, default, violation or non-compliance with any Law or Permit;

(c) the terms, conditions, restrictions, exceptions, reservations, limitations and other matters (including dedications thereof) contained in (1) the Leases, (2) the Assigned Contracts, (3) the Preferential Rights disclosed on Schedule 4.8(a), and (4) the Easements, but excluding in each case of clauses (1) through (4) any such terms, conditions, restrictions, reservations, exceptions, limitations or other matters resulting from any breach, violation, default or non-compliance;

(d) Encumbrances for Taxes or assessments not yet due and payable or, if due and payable, those Taxes or assessments that are being contested in good faith by proceedings diligently conducted in the normal course of business and for which adequate reserves have been established in accordance with applicable accounting principles;

(e) mechanic's, materialmen's, carrier's, supplier's, vendor's, repairer's or other similar statutory Encumbrances arising in the ordinary course of business securing obligations that are (i) not yet delinquent or (ii) satisfied, settled, released or discharged pursuant to the Plan and Confirmation Order;

(f) utility easements, restrictive covenants, zoning, entitlement, building, subdivision and other similar restrictions that, singularly or in the aggregate, do not prevent or materially interfere with the ownership, value or operation of the affected Acquired Interests and which are of a nature that would be reasonably acceptable to a prudent owner or operator of offshore oil and gas properties;

(g) Encumbrances created by Buyer, Buyer 2 or any of their respective successors or assigns;

(h) any lessor's, operator's, working interest owner's or other inchoate or undetermined Encumbrance or charge (whether statutory or contractual) constituting or securing the payment of Lease Burdens or of expenses which were or will be incurred in the ordinary course



of business and incidental to the maintenance, development, production or operation of any Acquired Interest, to the extent the same are satisfied, settled, released or discharged pursuant to the Plan and Confirmation Order;

(i) Lease Burdens, division orders, carried interests, rights to recoupment, unitization, pooling, proration and spacing designations, orders and agreements, reversionary interests, rights to take in kind, and any other similar Encumbrance;

(j) any charge, equitable interest, privilege, lien, mortgage, deed of trust, production payment, option, pledge, collateral assignment, security interest, right of first refusal, restriction, encroachment, defect, or other arrangement substantially equivalent thereto, or other defect or irregularity of any kind, in each case, that will be permanently and fully extinguished with respect to the Acquired Interests pursuant to the Confirmation Order;

(k) all Governmental Approvals in connection with the conveyance of the Acquired Interests, if the same are permitted to be received after Closing and are customarily sought and received after Closing;

(l) such other defects or irregularities of title or encumbrances as Buyer or Buyer 2 may expressly waive in writing;

(m) any maintenance of uniform interest provision in a joint or unit operating agreement if waived by the party or parties having the right to enforce such provision;

(n) any Encumbrance affecting the Assets that is permanently and fully discharged by the Sellers at or prior to the Closing;

(o) non-exclusive licenses of, to or under any Intellectual Property granted in the ordinary course of business;

(p) rights of a common owner of any interest in rights-of-way, Permits or easements (including Easements) held by the Sellers and such common owner as tenants in common or through common ownership that, singularly or in the aggregate, do not prevent or materially interfere with the ownership, value or operation of the affected Acquired Interests;

(q) any matters set forth on **Exhibit A** or **Exhibit C**, all litigation and claims set forth on **Schedule 4.6**, and all Imbalances set forth on **Schedule 4.15**; and

(r) all depth restrictions or limitations applicable to any Acquired Interests to the extent set forth on **Exhibit A** or **Exhibit C**.

***“Person”*** means any individual, corporation, limited liability company, partnership, trust, joint stock company, joint venture, association, unincorporated organization, Governmental Authority or any other form of entity.

***“Personal Information”*** is defined in **Section 4.25(i)**.

***“Petition Date”*** means August 3, 2020.

**“Plan”** means the joint plan filed by the Debtors under chapter 11 of the Bankruptcy Code implementing the restructuring transactions, including the transaction contemplated in this Agreement, which plan shall be in substantially the same form and substance as the plan filed by the Debtors on January 1, 2021, at Docket No. 722 in the Bankruptcy Court, as may be amended, modified or supplemented by the Plan Supplement or otherwise from time to time in accordance with the Restructuring Support Agreement.

**“Plan of Merger”** means the form of Agreement and Plan of Merger of Fieldwood into Fieldwood Energy I and Fieldwood Energy III which is attached as Exhibit 5 to the Implementation Agreement.

**“Plan Supplement”** has the meaning set forth in the Plan.

**“Plugging and Abandonment”** and its derivatives mean all plugging, replugging, abandonment, re-plugging and re-abandonment, equipment removal, disposal, or restoration associated with the properties and assets included in or burdened by the FWE I Assets, including all plugging and abandonment, removal, dismantling, decommissioning, surface and subsurface restoration, site clearance, and disposal of the FWE I Oil and Gas Properties, well cellars, fixtures, platforms, caissons, flowlines, pipelines, structures, and personal property of whatever kind located on or under, related to, or associated with operations and activities conducted by whomever with respect to each of the FWE I Oil and Gas Properties, the flushing, pickling, burial, removal, and capping of all associated flowlines, field transmission and gathering lines, pit closures, the restoration of the surface, site clearance, any disposal of related waste materials and Environmental Contaminants and obligations to obtain plugging exceptions for any of the FWE I Oil and Gas Properties, with a current plugging exception, all in accordance with all applicable Laws, the terms and conditions of each of the FWE I Oil and Gas Properties, or similar leasehold interests, beneficial interests, easements and the FWE I Oil and Gas Properties.

**“Post-Closing Consent Period”** is defined in Section 2.3(d).

**“Post-Closing Tax Period”** means any taxable period beginning after the Closing Date and, with respect to a Straddle Period, the portion of such Straddle Period beginning after the Closing Date.

**“Pre-Closing Tax Period”** means any taxable period ending on or before the Closing Date and, with respect to a Straddle Period, the portion of such Straddle Period ending on and including the Closing Date.

**“Preferential Right”** means any preferential right to purchase, right of first refusal, right of first offer or similar right that is applicable to the Acquired Interests or the Assigned Contracts and the operation of which is triggered by the transactions contemplated in this Agreement.

**“Prepaid JOA Funds”** is defined in Section 10.2(b).

**“Production Taxes”** means any and all severance, production, gathering, Btu or gas, transportation, gross receipts, utility, excise and other similar taxes (other than Property-Related Taxes, Transfer Taxes and taxes based on or measured by income or gross or net worth) relating

to the production, gathering or transportation of Hydrocarbons, or increases therein, and any interest or penalties thereon.

**“Property-Related Taxes”** means any and all ad valorem, property, generation, conversion, privilege, consumption, lease, transaction and other taxes, franchise fees, governmental charges or fees, licenses, fees, permits and assessments, or increases therein, and any interest or penalties thereon.

**“Records”** means the Co-Owned Records and Other Records.

**“Release”** means any release, disposal, spilling, leaking, pouring, emission, emptying, discharge, injection, escape, transmission, leaching or dumping, or any threatened release, of any Environmental Contaminants from, or related in any way to the use, ownership or operation of, the Acquired Interests.

**“Release Document”** means a Credit Bid and Release Agreement in the form attached hereto as **Exhibit S**.

**“Remaining Accounts”** is defined in Section 10.12(d).

**“Representatives”** means, with respect to a Person, the directors, managers, shareholders, members, partners, officers, employees, consultants, advisors, agents or other representatives, including legal counsel, accountants, investment bankers and financial advisors of (i) such Person, (ii) such Person’s Affiliates, (iii) the successors and assigns of such Person and (iv) the successors and assigns of such Person’s Affiliates.

**“Required Consent”** is defined in Section 2.3(b).

**“Restructuring Support Agreement”** means that certain *Restructuring Support Agreement*, dated as of August 4, 2020, by and among Fieldwood, certain of its affiliates specified therein, the Consenting Creditors, and Apache Corporation, as the same may be amended, restated, or otherwise modified in accordance with its terms.

**“Retained Liabilities”** is defined in Section 11.2.

**“Royalties”** means all minimum royalties, shut-in payments, royalties, overriding royalties, reversionary interests, net profits interests, production payments, carried interests, non-participating royalty interests, reversionary interests, and other royalty burdens and other interests payable out of production of Hydrocarbons from or allocated to the FWE I Oil and Gas Properties, the GOM Shelf Oil and Gas Properties, or the proceeds thereof to third parties.

**“RUE”** is defined in Section 10.14.

**“Section 6.8 Employee”** means each of those employees of Sellers specified on **[insert reference to email of counsel]**.

**“Scheduled Wells”** means the Co-Owned Scheduled Wells and Other Scheduled Wells.

“**Seller**” and “**Sellers**” is defined in the preamble.

“**Seller Employees**” is defined in Section 4.17(a).

“**Seller Indemnified Parties**” is defined in Section 13.2.

“**Seller IT Assets**” means any and all computers, networks, systems, printers, software, firmware, middleware, servers, workstations, routers, hubs, switches, data communications lines, and all other information technology equipment, and all associated documentation, owned or purported to be owned by any Seller.

“**Seller Marks**” mean Trademarks owned by any Seller, including “Fieldwood,” and any variations thereof.

“**Seller Related Parties**” is defined in Section 4.24.

“**SEMS Bridging Agreement**” means that Bridging Agreement by and among Buyer, Fieldwood Energy I and GOM Shelf, in the form attached hereto as Exhibit Q.

“**Specified Excluded Receivables**” means each of the following:

(a) all deposits with third parties, escrow accounts, guarantees, letters of credit, treasury securities and insurance policies, in each case to the extent relating to the FWE I Assets and surety bonds, all OSFR coverage (whether consisting of one or more insurance policies) and other forms of credit assurances or credit support provided by a third party for the benefit of the Sellers, in each case to the extent for financial assurance for the obligations and liabilities arising out of or related to the FWE I Assets, the GOM Shelf Oil and Gas Properties or GOM Shelf, including the P&A Obligations arising out of or related to the FWE I Assets or the GOM Shelf Oil and Gas Properties, including those items listed on Exhibit U;

(b) instruments and general intangibles (as such terms are defined in the Uniform Commercial Code of the applicable jurisdictions in which the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties to which such assets relate are located) and other economic benefits in each case attributable to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties (excluding any accounts, notes or other receivables attributable to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties or of GOM Shelf); *provided*, that nothing in this clause (b) shall be interpreted to limit the scope of Fieldwood Energy I Closing Accounts Receivable;

(c) claims of indemnity, contribution, or reimbursement of the Sellers or of GOM Shelf, in each case, relating to the FWE I Obligations or obligations of GOM Shelf;

(d) receivables of the Sellers for imbalances attributable to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties;

(e) rights to insurance proceeds or other claims of recovery, indemnity, contribution, or reimbursement of the Sellers attributable to the FWE I Assets or the GOM Shelf

Oil and Gas Properties due to casualty or other damage or destruction of or to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties;

(f) cash in the amount of advance payments on account of third party working interest owners in the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties, to the extent such cash amounts are associated with FWE I Obligations; and

(g) rights to receive and collect cash and advance payments, in each case pursuant to cash calls associated with the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties to the extent such cash and advance payments are associated with FWE I Obligations.

***“Specified Oil and Gas Interests”*** means the assets listed on **Exhibit Y**.

***“Specified P&A Equipment”*** means the equipment listed on **Exhibit Z**.

***“Specified Section 6.10 Contract(s)”*** means those certain contracts and/or agreements specified on **[insert reference to email of counsel]**.

***“ST 308 Performance Bond”*** means that ST 308 Performance Bond to be entered into by and among Buyer, Apache Corporation and the surety named therein, a form of which is attached as **Exhibit R** hereto.

***“Straddle Period”*** means any taxable period beginning on or prior to the Closing Date and ending after the Closing Date.

***“Subject Unit Agreement”*** means the Co-Owned Subject Unit Agreements and Other Subject Unit Agreements.

***“Subject Units”*** means the Co-Owned Subject Units and Other Subject Units.

***“Subsidiary”*** means, with respect to any Person, any entity of which such first Person (either alone or through or together with any other Person pursuant to any contract) (a) owns, directly or indirectly, securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other governing body of such corporation, partnership, limited liability company, joint venture or other entity or other persons performing similar functions or (b) acts as the managing member or general partner of such other Person that is a partnership, limited liability company, joint venture or other entity.

***“Suspense Funds”*** means those proceeds of production and associated penalties and interest in respect of any Field Assets or any Hydrocarbons produced from or attributable to any Field Assets that belong to one or more Third Persons and are being held in suspense by any Seller or any Affiliate thereof.

***“Tail Policy”*** means the directors and officers insurance policies of the Sellers, including that certain policy issued by Sompo International (Endurance American Insurance Company), Policy Number BLP300011112000, and each additional layer of directors and officers insurance held by the Sellers.

**“Tax”** means (i) all U.S. federal, state, local or non-U.S. taxes, including all income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, environmental, customs duties, capital stock, ad valorem, value added, inventory, franchise, profits, withholding, windfall profit, social security, surcharge, impost, unemployment, disability, health, real property, personal property, mortgage, production, sales, use, occupancy, transfer, registration, alternative or add-on minimum, estimated or other similar tax of any kind whatsoever or any assessment, duty, levy, fee or charge of any kind in the nature of (or similar to) taxes imposed by any Governmental Authority, and including any interest, penalty, or addition thereto, (ii) any liability for the payment of any amounts of the type described in clause (i) as a result of any obligation to indemnify or otherwise assume or succeed to the liability of any other person, including as a transferee or successor, whether imposed by Law or Contract and (iii) in the case of Fieldwood U.A. and Fieldwood Mexico or any of their respective Subsidiaries, any liability for the payment of amounts determined by reference to amounts described in clauses (i) and (ii) as a result of being or having been a member of any Company Group (including, in each case, for any Tax purposes or by operation of Law), as a result of any obligation under any agreement or arrangement (including any Tax Sharing Agreement), as a result of being a transferee or successor, or by Contract.

**“Tax Return”** means any return, claim for refund, declaration, disclosure, election, report, statement, information return or other similar document (including any related or supporting information, amendments, schedule or supplements of any of the foregoing) filed or required to be filed with any Governmental Authority with respect to Taxes.

**“Tax Sharing Agreement”** means any agreement or arrangement, including any Tax sharing, allocation, indemnification, reimbursement, receivables or similar agreement entered into prior to the Closing binding Fieldwood U.A. or Fieldwood Mexico or any of their respective Subsidiaries that provides for the allocation, apportionment, sharing or assignment of any Tax liability or Tax benefit, or the transfer or assignment of income, revenues, receipts, or gains for the purpose of determining any Person’s Tax liability (other than any customary commercial contract entered into in the ordinary course of business the principal subject matter of which is not Taxes).

**“Third Person”** means any Person other than the Sellers, Buyer or Buyer 2.

**“Toggle Date”** has the meaning set forth in the Plan.

**“Trademarks”** is defined in the definition of Intellectual Property.

**“Transfer Documents”** means each Assignment, Bill of Sale and Conveyance, the Assignment and Assumption Agreement, the Office Assets Conveyance, the Assignment of Leases and Subleases and each JV Assignment Agreement.

**“Transfer Taxes”** means any sales, use, goods and services, value added, stock, stamp, document, filing, recording, registration and similar tax or charge (including any interest or penalties thereon and the cost of preparing any Tax Returns with respect thereto).

**“Transferred Employee”** is defined in Section 6.8(a).



“**Transferred Intellectual Property**” means the Owned Intellectual Property and Licensed Intellectual Property.

“**Trust Agreement**” means that certain Trust Agreement dated September 30, 2013 by and among Fieldwood and GOM Shelf, as Settlers and Primary Beneficiaries, and Apache Corporation, Apache Shelf, Inc., Apache Deep Water LLC and Apache Shelf Exploration LLC, as Secondary Beneficiaries, as amended.

“**TSA**” means that Transition Services Agreement to be entered into by Buyer, Fieldwood Energy I and GOM Shelf in the form attached as **Exhibit P** hereto.

“**Undisbursed Revenue**” means those proceeds of production and associated penalties and interest in respect of any Field Assets or any Hydrocarbons produced from or attributable to any Field Assets that belong to one or more Third Persons and have been received by, and at the Closing are being held by, the Sellers on account of such Third Persons for disbursement to such Third Persons after the Closing.

“**Unit**” means a unit for the production and operation of a Hydrocarbon well created by the pooling, unitization or communitization, whether voluntary or governmental, of any or all portions of any Leases and the lands covered thereby with other oil and gas leases or lands.

“**Warehouse Lease**” means that certain Lease dated as of November 15, 2019, by and between Cheyenne Services, LLC, as lessor, and Fieldwood Energy LLC, as lessee, for leased premises located at 108 Galbert Rd., Lafayette, LA, as amended by (i) First Amendment to Lease, executed April 26, 2020 and (ii) Second Amendment to Lease, executed November 10, 2020.

“**Wells**” means the Co-Owned Wells and Other Wells.

“**Working Capital Assets**” means, without duplication, (a) the current assets of the Sellers as of immediately prior to the Effective Time; *provided* that this clause (a) shall include only the types of current assets set forth as line items under the header “Current Assets” on **Exhibit X**, excluding the Specified Excluded Receivables, and (b) the Fieldwood Energy I Closing Accounts Receivable. For the avoidance of doubt, Working Capital Assets shall not include any cash, including Suspense Funds, Undisbursed Revenue and Prepaid JOA Funds.

“**Working Capital Liabilities**” means, without duplication, (a) the current liabilities of the Sellers as of immediately prior to the Effective Time; *provided* that this clause (a) shall include only the types of current liabilities set forth as line items under the header “Current Liabilities” on **Exhibit X**, excluding any prepetition accounts, Interim Unpaid P&A Expenses, obligations for FWE I Suspense Funds, Excluded Suspense Funds or Excluded Prepaid JOA Funds, P&A Obligations and Decommissioning expenses or any obligations satisfied, compromised (to the extent compromised), settled, released or discharged pursuant to the Plan and Confirmation Order, and (b) the Fieldwood Energy I Closing Accounts Payable; *provided, further*, that in no event shall Working Capital Liabilities include Effective Date Cash Obligations.

“**Working Interest**” means, with respect to each Lease and Scheduled Well, the interest that represents the ownership of the oil and gas leasehold estate created by such Lease or Scheduled

Well and that is burdened with the obligation to bear and pay costs of operations on or in respect of such Lease or Scheduled Well.

[End of Annex I]

*Draft 3/15/2021*

**EXHIBITS AND SCHEDULES**  
**to the**  
**PURCHASE AND SALE AGREEMENT**  
**AMONG**  
**FIELDWOOD ENERGY LLC**  
**AND**  
**ITS AFFILIATES SIGNATORY HERETO**  
**AS SELLERS**  
**AND**  
[\_\_\_\_\_] **AS BUYER**  
**AND**  
[\_\_\_\_\_] **AS BUYER 2**  
**DATED**  
[\_\_\_\_\_] [\_\_\_\_], 2021

**EXHIBIT LIST**

<b><u>Exhibit</u></b>	<b><u>Title</u></b>
EXHIBIT A	Leases
EXHIBIT B	Easements
EXHIBIT C	Scheduled Wells
EXHIBIT D	Platforms and Facilities
EXHIBIT D-1	Inventory
EXHIBIT E	Permits
EXHIBIT F	Seismic Data
EXHIBIT G	Form of Assignment, Bill of Sale and Conveyance for Co-Owned Assets
EXHIBIT H	Form of Assignment, Bill of Sale and Conveyance for Other Assets
EXHIBIT I	Form of Assignment and Assumption Agreement
EXHIBIT J	Form of Assignment of Leases and Subleases
EXHIBIT K	Form of Office Assets Conveyance
EXHIBIT L	[Reserved]
EXHIBIT M	[Reserved]
EXHIBIT N	[Reserved]
EXHIBIT O	[Reserved]
EXHIBIT P	Form of Transition Services Agreement
EXHIBIT Q	Form of SEMS Bridging Agreement
EXHIBIT R	Form of ST 308 Performance Bond
EXHIBIT S	Form of Release Document
EXHIBIT T	Form of Farmout Agreement
EXHIBIT U	[Reserved]
EXHIBIT V	[Reserved]
EXHIBIT W	Form of Funding Agreement
EXHIBIT X	Working Capital
EXHIBIT X-1	Working Capital Estimate
EXHIBIT Y	Specified Oil and Gas Interests

EXHIBIT Z Specified P&A Equipment

**SCHEDULE LIST**

<b><u>Schedule</u></b>	<b><u>Title</u></b>
Schedule 1.2	Applicable Shared Asset Interests
Schedule 1.3(d)	Scheduled Exclusions
Schedule 4.6	Litigation
Schedule 4.7	Governmental Approvals
Schedule 4.8(a)	Preferential Rights
Schedule 4.8(b)	Applicable Consents
Schedule 4.9	Taxes
Schedule 4.9(p)	Entity Classifications
Schedule 4.12	Environmental Matters
Schedule 4.13	Payments
Schedule 4.14	Material Contracts
Schedule 4.14(c)	Leases and Easements
Schedule 4.15	Imbalances
Schedule 4.16(a)	AFEs
Schedule 4.16(b)	Cash Calls
Schedule 4.18	Employee Benefits
Schedule 4.19	Non-Consent Operations
Schedule 4.20	Suspense Funds
Schedule 4.21	Payout Balances
Schedule 4.22	Title Matters
Schedule 4.22(d)	Owned Real Property
Schedule 4.23	Insurance
Schedule 4.24	Related Party Transactions
Schedule 4.25(a)	Owned Intellectual Property
Schedule 4.27	Material Liabilities
Schedule 4.28(b)	Absence of Certain Changes

<b><u>Schedule</u></b>	<b><u>Title</u></b>
Schedule 4.31(c)	Equity Interests of Fieldwood Mexico and Subsidiaries
Schedule 4.31(d)	Fieldwood U.A. Interests
Schedule 4.31(f)	Fieldwood U.A. Liabilities
Schedule 5.1(c)	Buyer Grandparent Equity Interests
Schedule 5.7	Buyer Governmental and Third Person Consents
Schedule 5.9	Lease Bonds, Area-Wide Bonds, Surety Bonds and Insurance Policies
Schedule 6.1(a)	Sellers' Required Operations
Schedule 6.1(b)	Sellers' Disallowed Operations
Schedule 6.7(g)	Required Assigned 365 Contracts
Schedule 6.22	Seller Employees
Schedule 7.3(i)	Required Novations
Schedule 7.3(l)	Required Governmental Approvals
Schedule 10.13(a)	Existing D&O Indemnification Terms
Schedule 10.13(e)	D&O Indemnified Parties
Schedule 10.14	Right of Use Easements (RUEs)
	[End of List of Exhibits and Schedules]



**Exhibit A**  
**Leases<sup>1</sup>**

**Part 1. Co-Owned Leases**

Field	Block	Lease	Type	Seller	Operator	Interest in Lease <sup>2</sup>	Lease Status
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	GI 32 (S/2)	OCS-00174	Federal	FEO	GOM Shelf	25% record title	UNIT
					GOM Shelf	25% operating rights in S/2 of Block 32, Grand Isle Area, from 12,756' TVDSS to 18,000' subsea (TVDS)	
					BP E&P	25% operating rights in S/2 of Block 32, Grand Isle Area, as to depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS)	
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	GI 39 (E/2)	OCS-00126	Federal	FEO	GOM Shelf	25% record title	UNIT
					GOM Shelf	25% operating rights in W/2 of Block 39, Grand Isle Area, from 12,256' TVDSS to 18,000' TVDSS	
					BP E&P	25% operating rights in W/2 of Block 39, Grand Isle Area, from 18,000' feet TVDS to 99,999' TVDS	
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	GI 39 (W/2)	OCS-00127	Federal	FEO	GOM Shelf	25% record title	UNIT
					GOM Shelf	25% operating rights in W/2 of Block 39, Grand Isle Area, from 12,256' TVDSS to 18,000' subsea (TVDS)	
					BP E&P	25% operating rights in W/2 of Block 39, Grand Isle Area, as to depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS)	
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	GI 40	OCS-00128	Federal	FEO	GOM Shelf	25% record title	UNIT
					GOM Shelf	25% operating rights in all of Block 40, Grand Isle Area, from 12,469' TVDSS to 18,000' subsea (TVDS)	
					BP E&P	25% operating rights in all of Block 40, Grand Isle Area, as to depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS)	

<sup>1</sup> The references in this Exhibit A to Field, Seller, Operator, Interest in Lease and Lease Status are not intended to limit in any way the scope of any Assigned Interests or who is a Seller with respect to any Lease.

<sup>2</sup> Unless otherwise indicated on this exhibit, no operating rights for any OCS lease that is listed in either table of this exhibit as to which a Seller is listed as having a record title interest have been severed from the record title for such lease.

Field	Block	Lease	Type	Seller	Operator	Interest in Lease <sup>2</sup>	Lease Status
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	GI 41 (E/2)	OCS-00129	Federal	FEO	GOM Shelf	25% record title	UNIT
					GOM Shelf	25% operating rights in E/2 of Block 41, Grand Isle Area, from 14,123' TVDSS to 18,000' subsea (TVDS)	
					BP E&P	25% operating rights in E/2 of Block 41, Grand Isle Area, as to depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS)	
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	GI 41 (W/2)	OCS-00130	Federal	FEO	GOM Shelf	25% record title	UNIT
					GOM Shelf	25% operating rights in W/2 of Block 41, Grand Isle Area, from 14,123' TVDSS to 18,000' subsea (TVDS)	
					BP E&P	25% operating rights in W/2 of Block 41, Grand Isle Area, as to depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS)	
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	GI 42	OCS-00131	Federal	FEO	GOM Shelf	25% record title	UNIT
					GOM Shelf	25% operating rights in all of Block 42, Grand Isle Area, from 12,504' TVDSS to 18,000' subsea (TVDS)	
					BP E&P	25% operating rights in all of Block 42, Grand Isle Area, as to depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS)	
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	GI 43	OCS-00175	Federal	FEO	GOM Shelf	25% record title	UNIT
					GOM Shelf	25% operating rights in all of Block 43, Grand Isle Area, from 12,830' TVDSS to 18,000' subsea (TVDS)	
					BP E&P	25% operating rights in all of Block 43, Grand Isle Area, as to depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS)	
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	GI 44 (N/2)	OCS-00176	Federal	FEO	GOM Shelf	25% record title	UNIT
					GOM Shelf	25% operating rights in N/2 of Block 44, Grand Isle Area, from 13,102' TVDSS to 18,000' subsea (TVDS)	
					BP E&P	25% operating rights in N/2 of Block 44, Grand Isle Area, as to depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS)	

Field	Block	Lease	Type	Seller	Operator	Interest in Lease <sup>2</sup>	Lease Status
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	GI 46	OCS-00132	Federal	FEO	GOM Shelf	25% record title	UNIT
					GOM Shelf	25% operating rights in all of Block 46, Grand Isle Area, from 12,792' TVDSS to 18,000' subsea (TVDS)	
					BP E&P	25% operating rights in all of Block 46, Grand Isle Area, as to depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS)	
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	GI 47	OCS-00133	Federal	FEO	GOM Shelf	25% record title	UNIT
					GOM Shelf	25% operating rights in all of Block 47, Grand Isle Area, from 15,742' TVDSS to 18,000' subsea (TVDS)	
					BP E&P	25% operating rights in all of Block 47, Grand Isle Area, as to depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS)	
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	GI 48	OCS-00134	Federal	FEO	GOM Shelf	25% record title	UNIT
					GOM Shelf	25% operating rights in all of Block 48, Grand Isle Area, from 16,812' TVDSS to 18,000' subsea (TVDS)	
					BP E&P	25% operating rights in all of Block 48, Grand Isle Area, as to depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS)	
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	GI 52 (N/2)	OCS-00177	Federal	FEO	GOM Shelf	25% record title	UNIT
					BP E&P	25% operating rights in N/2 of Block 52, Grand Isle Area, as to all depths below 17,651 feet TVDSS down to 99,999 feet TVDSS	
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	WD 67 (S/2)	OCS-00179	Federal	FEO	GOM Shelf	25% record title	UNIT
					GOM Shelf	25% operating rights in S/2 of Block 67, West Delta Area, from 11,650' TVDSS to 18,000' subsea (TVDS)	
					BP E&P	25% operating rights in S/2 of Block 67, West Delta Area, as to depths below 18,000' subsea (TVDS) to 99,999' subsea (TVDS)	
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	WD 68 (S/2)	OCS-00180	Federal	FEO	GOM Shelf	25% record title	UNIT
					GOM Shelf	25% operating rights in S/2 of Block 68, West Delta Area, from 13,225' TVDSS to 18,000' subsea (TVDS)	
					BP E&P	25% operating rights in S/2 of Block 68, West Delta Area, as to depths below 18,000' subsea (TVDS) to 99,999' subsea (TVDS)	

Field	Block	Lease	Type	Seller	Operator	Interest in Lease <sup>2</sup>	Lease Status
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	WD 69	OCS-00181	Federal	FEO	GOM Shelf	25% record title	UNIT
					GOM Shelf	25% operating rights in all of Block 69, West Delta Area, from 13,102' TVDSS to 18,000' subsea (TVDS)	
					BP E&P	25% operating rights in all of Block 69, West Delta Area, as to depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS)	
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	WD 70	OCS-00182	Federal	FEO	GOM Shelf	25% record title	UNIT
					GOM Shelf	25% operating rights in all of Block 70, West Delta Area, from 13,182' TVDSS to 18,000' subsea (TVDS)	
					BP E&P	25% operating rights in all of Block 70, West Delta Area, as to depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS)	
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	WD 71	OCS-00838	Federal	FEO	GOM Shelf	25% record title	UNIT
					GOM Shelf	25% operating rights in all of Block 71, West Delta Area, from 13,357' TVDSS to 18,000' SSTVD	
					BP E&P	25% operating rights in all of Block 71, West Delta Area, as to depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS)	
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	WD 94	OCS-00839	Federal	FEO	GOM Shelf	25% record title	PROD
						25% operating rights in all of Block 94, West Delta Area, from 13,159' SSTVD to 99,999' SSTVD	
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	WD 95	OCS-G 01497	Federal	FEO	GOM Shelf	25% record title	PROD
						25% operating rights in the S1/2SE1/4; S1/2N1/2SE1/4; SE1/4SW1/4; S1/2SW1/4SW1/4 of Block 95, West Delta Area, from the surface of the earth down to and including 7,369 feet subsea	
						25% operating rights in N1/2; N1/2N1/2SE1/4; N1/2SW1/4; N1/2SW1/4SW1/4 of Block 95, West Delta Area, from 13,601' SSTVD to 99,999' SSTVD	
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	WD 96	OCS-G 01498	Federal	FEO	GOM Shelf	25% record title	PROD
					GOM Shelf	25% operating rights in all of Block 96, West Delta Area, from 13,399' TVDSS to 18,000' SSTVD	
					BP E&P	25% operating rights in all of Block 96, West Delta Area, from 18,000' TVDSS to 99,999' TVDSS	
Grand Isle 110/116	GI 110	OCS-G 13943	Federal	FEO	Fieldwood	50% record title	UNIT

Field	Block	Lease	Type	Seller	Operator	Interest in Lease <sup>2</sup>	Lease Status
Grand Isle 110/116	GI 116	OCS-G 13944	Federal	FEO	Fieldwood	50% record title	UNIT
						50% operating rights as to depths from 19,402' SSTVD to 99,999' SSTVD	
Mississippi Canyon 109	MC 110	OCS-G 18192	Federal	FEO	Fieldwood	8.33334% record title	PROD
						8.33334% operating rights in all of Block 110, Mississippi Canyon, from 6,688' TVDSS to 99,999' TVDSS	
South Marsh Is. 39	SM 48	OCS-00786	Federal	Fieldwood	Fieldwood	3.0% ORRI as to production from the OCS 786 E002 ST1 well (API No. 17-707-20028-01), OCS 786 E003 ST1 BP1 well (API No. 17-707-20033-02), OCS 786 E004 ST1 well (API No. 17-707-20040-01) and OCS 786 E007 well (API No. 17-707-40923-00) <sup>3</sup>	PROD
South Marsh Is. 40/41/44	SM 41	OCS-G 01192	Federal	FEO	FEO (in part) and Sanare Energy Partners, LLC (in part)	100.0% operating rights in E1/2 of Block 41, South Marsh Island Area, from the surface of the earth down to 11,500' TVD	PROD
South Marsh Is. 136/137/149/150	SM 149	OCS-G 02592	Federal	FEO	Fieldwood	50% record title	PROD
						4.2% ORRI as to production from the South Marsh Island 149 #D001 well (API 177084094401)	
						50% operating rights in all of Block 149, South Marsh Island Area, South Addition, from 7,386' SSTVD to 99,999' SSTVD	
South Pass 60	SP 61	OCS-G 01609	Federal	FEO	Fieldwood	18.8% ORRI <sup>4</sup>	UNIT
South Timbalier 53/67/68	ST 53	OCS-G 04000	Federal	FEO	Fieldwood	50% record title	PROD
						50% operating rights in all of Block 53, South Timbalier Area, from the surface to 6,782' SSTVD	
						50% operating rights in all of Block 53, South Timbalier Area, from 6,782' SSTVD to 99,999' SSTVD.	
South Timbalier 53/67/68	ST 67	OCS-00020	Federal	Dynamic Offshore Resources NS	Fieldwood	20.334% contractual working interest in all of Block 67, South Timbalier Area	UNIT

<sup>3</sup> No interest—other than Sellers' interests in all overriding royalty interests—are being conveyed hereunder in this lease.

<sup>4</sup> No interest—other than Sellers' interests in all overriding royalty interests—are being conveyed hereunder in this lease.

**Part 2. Other Leases**

Field	Block	Lease	Type	Seller	Operator	Interest in Lease	Lease Status
Breton Sound 25	BS 25 (portion)	19718	SL- LA	FEO	--	25% working interest	Active
			recorded in Plaquemines Parish, Louisiana at COB 1190, Page 672, File No. 2008-00005015				
Breton Sound 25	BS 25 (portion)	OCS-G 31442	Federal	FEO	Tana Exploration	25% record title	UNIT
Breton Sound 52/53 Fed / SL La	BS 45 (portion)	15683	SL- LA	FEO	—	37.5% working interest in that portion of the lease within the boundary of the UV B RA VUA from the depths between 10,596' MD and 10,822' MD in the electric log for the Century – SL 17675 #1 well	Active
			recorded in Plaquemines Parish, Louisiana at COB 908, Page 425, Entry No. 80				
Breton Sound 52/53 Fed / SL La	BS 52 (portion)	17675	SL- LA	FEO	—	37.5% working interest insofar and only insofar as said lease covers depths between 10,596' measured depth and 10,822' measured depth in the electric log for the Century-UV B RA VUA; SL 17675 #1 well	Active
			recorded in Plaquemines Parish, Louisiana at COB 1038, Page 318, File No. 03000546				
Breton Sound 52/53 Fed / SL La	BS 52 (portion)	17860	SL- LA	FEO	—	15% working interest from the base of the UV3 B1 Sand and below within the confines of the VUC 387.59 acres	Active
			recorded in Plaquemines Parish, Louisiana at COB 1055, Page 632, File No. 03007020				
East Cameron 345	EC 345	OCS-G 15156	Federal	FEO	Talos ERT LLC	0.8% ORRI	PROD
Green Canyon 64/65/108/109/243	GC 243	OCS-G 20051	Federal	FEO	Hess (in part) and Walter (in part)	4.655% ORRI insofar as the lease covers (i) the NW1/4SW/4 and S/2S/2 of Block 243, Green Canyon, from the surface to a total vertical depth of 20,500' subsea and (ii) the N1/2, NE1/4SW1/4 and N1/2SE1/4 of Block 243, Green Canyon, from the surface to a total vertical depth of 24,000' subsea (other than for the well specified below)	PROD
						3.92% ORRI in the Green Canyon 243 SS 005 ST01 BP00 (API #608114045701), increasing to 4.655% upon the production of 5.8 million barrels of oil equivalent from this well	
High Island 176	HI 176	OCS-G 27509	Federal	FEO	Castex Offshore	2.5% ORRI	PROD
Onshore/ State	-	23017	SL-MS	FW SD	Tellus Operating	0.5% ORRI	



Field	Block	Lease	Type	Seller	Operator	Interest in Lease	Lease Status
Lease					Group LLC		
						recorded in Wayne County, Mississippi	
Onshore/ State Lease	-	170650	SL-MS	FW SD	Whiting Oil & Gas	0.7% ORRI	
						recorded in Jasper County, Mississippi	
Onshore/ State Lease	-	230140	SL-MS	FW SD	Black Jack Oil Co	0.5% ORRI	
						recorded in Franklin County, Mississippi	
Onshore/ State Lease	-	230150	SL-MS	FW SD	Wilcox Energy Co	0.5% ORRI	
						recorded in Franklin County, Mississippi	
Onshore/ State Lease	-	231240	SL-MS	FW SD	Wilcox Energy Co	0.5% ORRI	
						recorded in Franklin County, Mississippi	
Ship Shoal 79/80	SS 79	OCS-G 15277	Federal	FEO	ANKOR Energy (in part) and FEO (in part)	33% record title 51% operating rights in all of Block 79, Ship Shoal Area, from the surface to one hundred feet below the stratigraphic equivalent of 11,318' true vertical depth as seen in the electric log for the electric log dated March 7, 2001 for the OCS-G 15277 Well No. 2	PROD
Ship Shoal 301 <sup>5</sup>	SS 301	OCS-G 10794	Federal	FEO	FEO	65% record title 100% operating rights in all of Block 301, Ship Shoal Area, from the surface down to and including a depth of 13,000' total vertical depth	SOP thru 1/31/2021
Vermilion 78	VR 78	OCS-G 04421	Federal	Fieldwood FEO Fieldwood FEO	Fieldwood	37.5% record title 62.5% record title 18.75% operating rights in all of Block 78, Vermilion Area, from 11,953' TVDSS to 99,999' TVDSS 62.5% operating rights in all of Block 78, Vermilion Area, from 11,953' TVDSS to 99,999' TVDSS	PROD
Vermilion 229	VR 229	OCS-G 27070	Federal	FEO	FEO Tana Exploration	50.0% record title as to E1/2; E1/2W1/2 of Block 229, Vermilion Area 50.0% record title as to W1/2W1/2 of Block 229, Vermilion Area	PROD
Vermilion 362/371	VR 362	OCS-G 10687	Federal	Fieldwood Bandon	FEO	33.33333% record title 66.66667% record title	UNIT

<sup>5</sup> Fieldwood's overriding royalty interest in this lease is not being conveyed hereunder.

Field	Block	Lease	Type	Seller	Operator	Interest in Lease	Lease Status
				Fieldwood		16.66667% operating rights in all of Block 362, Vermilion Area, South Addition, from 11,535' TVDSS to 99,999' TVDSS	
				Bandon		66.66667% operating rights in all of Block 362, Vermilion Area, South Addition, from 11,535' TVDSS to 99,999' TVDSS	
Vermilion 362/371	VR 363	OCS-G 09522	Federal	Fieldwood	(see below)	100% record title	UNIT
				Fieldwood	FEO	33.33333% operating rights in the SE/4 of Block 363, Vermilion Area, South Addition	
				Bandon		66.66667% operating rights in the SE/4 of Block 363, Vermilion Area, South Addition	
				Fieldwood	Fieldwood	100% operating rights in the N1/2; SW1/4 of Block 363, Vermilion Area, South Addition, from the surface to 10,180' SSTVD	
				Fieldwood	Fieldwood	50% operating rights in the N1/2; SW1/4 of Block 363, Vermilion Area, South Addition, from 10,180' SSTVD to 99,999' SSTVD	
Vermilion 362/371	VR 371	OCS-G 09524	Federal	Fieldwood	FEO	33.33333% record title	UNIT
				Bandon		66.66667% record title	
				Fieldwood		16.66667% operating rights in all of Block 371, Vermilion Area, South Addition, from 11,820' SSTVS to 99,999' SSTVD	
				Bandon		66.66667% operating rights in all of Block 371, Vermilion Area, South Addition, from 11,820' SSTVS to 99,999' SSTVD	
West Delta 79/80	WD 57, WD 79, WD 80	OCS-G 01449	Federal	Fieldwood	FEO	2.5% ORRI <sup>6</sup>	UNIT
West Delta 79/80	WD 79, WD 80	OCS-G 01874	Federal	Fieldwood	FEO	2.5% ORRI <sup>7</sup>	UNIT
West Delta 79/80	WD 80	OCS-G 01989	Federal	Fieldwood	FEO	2.5% ORRI <sup>8</sup>	UNIT

<sup>6</sup> No interest—other than Sellers' interests in all overriding royalty interests—are being conveyed hereunder in this lease.

<sup>7</sup> No interest—other than Sellers' interests in all overriding royalty interests—are being conveyed hereunder in this lease.

<sup>8</sup> No interest—other than Sellers' interests in all overriding royalty interests—are being conveyed hereunder in this lease.

Field	Block	Lease	Type	Seller	Operator	Interest in Lease	Lease Status
West Delta 79/80	WD 80	OCS-G 02136	Federal	Fieldwood	FEO	2.5% ORRI <sup>9</sup>	UNIT
-	-	5749	SL- TX	Fieldwood SD Offshore	Fieldwood SD Offshore	100.0% working interest (lease recorded in Chambers County, Texas)	UNIT
-		5797	SL-TX	Fieldwood SD Offshore	Fieldwood SD Offshore	100.0% working interest (lease recorded in Chambers County, Texas)	TERMIN
-		24318	SL-TX	Fieldwood Onshore	Fieldwood Onshore	100% working interest (lease recorded in Galveston County, Texas)	TERMIN
High Island 30/31 L (SL TX)	-	106158	SL-TX	FEO	FEO	100% working interest (lease recorded in Jefferson County, Texas)	TERMIN
High Island 30/31 L (SL TX)	-	106159	SL-TX	FEO	FEO	100% working interest (lease recorded in Jefferson County, Texas)	TERMIN
High Island 30/31 L (SL TX)	-	114921	SL-TX	FEO	FEO	100% working interest (lease recorded in Jefferson County, Texas)	TERMIN
-		172915	SL-TX	Fieldwood SD Offshore	Fieldwood SD Offshore	100.0% working interest (lease recorded in Chambers County, Texas)	ACTIVE
-		172916	SL-TX	Fieldwood SD Offshore	Fieldwood SD Offshore	100.0% working interest (lease recorded in Chambers County, Texas)	ACTIVE
-		178537	SL-TX	Fieldwood Onshore	Fieldwood Onshore	100% working interest (lease recorded in Galveston County, Texas)	TERMIN
-		183756	SL-TX	Fieldwood Onshore	Fieldwood Onshore	100% working interest (lease recorded in Galveston County, Texas)	TERMIN
-		185633	SL-TX	Fieldwood Onshore	Fieldwood Onshore	100% working interest (lease recorded in Galveston County, Texas)	TERMIN
-		186891	SL-TX	Fieldwood Onshore	Fieldwood Onshore	100% working interest (lease recorded in Galveston County, Texas)	ACTIVE
-		191681	SL-TX	Fieldwood Onshore	Fieldwood Onshore	100% working interest (lease recorded in Galveston County, Texas)	ACTIVE
-		207398	SL-TX	Fieldwood Onshore	Fieldwood Onshore	100% working interest (lease recorded in Galveston County, Texas)	ACTIVE
-		227360	SL-TX	Fieldwood Onshore	Fieldwood Onshore	100% working interest (lease recorded in Galveston County, Texas)	ACTIVE
-		234082	SL-TX	Fieldwood	Fieldwood Onshore	100% working interest (lease recorded in Galveston County, Texas)	TERMIN

<sup>9</sup> No interest—other than Sellers' interests in all overriding royalty interests—are being conveyed hereunder in this lease.

Field	Block	Lease	Type	Seller	Operator	Interest in Lease	Lease Status
				Onshore		County, Texas)	
-		255675	SL-TX	Fieldwood Onshore	Fieldwood Onshore	100% working interest (lease recorded in Galveston County, Texas)	TERMIN
Annapolis Valley	MC 380	OCS-G 36544	Federal	Fieldwood	Fieldwood	100% record title	PRIMARY
Annapolis Valley	MC 424	OCS-G 36545	Federal	Fieldwood	Fieldwood	100% record title	PRIMARY
Bartolome	MC 563	OCS-G 21176	Federal	Fieldwood	Fieldwood	23.25% operating rights in all of Block 563, Mississippi Canyon, as to depths from below 19,000' down to 99,999' TVDSS	PROD
				FEO	Kosmos Energy GOM Operations	0.465% ORRI insofar as the lease covers all of Block 563, Mississippi Canyon, limited to depths from the surface to 19,000' TVDSS	
Boris	GC 282	OCS-G 16727	Federal	Fieldwood	BHP Billiton Petroleum (GOM)	25% operating rights in all of Block 282, Green Canyon, from 16,700' TVD to 99,999' TVD	PROD
				FEO	Energy Resource Technology GOM	1.75% ORRI insofar as the lease pertains to depths from 0 to 16,999' TVD	
Deep Blue	GC 679	OCS-G 21811	Federal	Fieldwood		37.5% record title	PROD
					Anadarko Petroleum Corporation	0% operating rights in E1/2 of Block 679, Green Canyon Area, limited in depth from the surface down to the stratigraphic equivalent of 16,048' TVD (17,315' MD) as seen in the Kerr-McGee OCS-G 21811 No. 1 (ST#1) well	
					Eni US Operating Co. Inc.	0% operating rights in W1/2 of Block 679, Green Canyon Area, limited in depth from the surface down to 16,048' TVD	
					Fieldwood	43.125% operating rights in all of Block 679, Green Canyon, below 16,048' TVD to 99,999' TVD	
Emory Peak	MC 743	OCS-G 36401	Federal	Fieldwood	Chevron USA	25% record title	PRIMARY

Field	Block	Lease	Type	Seller	Operator	Interest in Lease	Lease Status
Ewing Bank 834 (Coelacanth)	EW 789	OCS-G 35805	Federal	Fieldwood	Walter O&G	1.3% ORRI insofar as the lease cover the SE/4 of Block 789, Ewing Bank, from the surface to 26,000' SSTVD	UNIT
Ewing Bank 834 (Coelacanth)	EW 790	OCS-G 33140	Federal	Fieldwood	Fieldwood	100.0% operating rights in SW1/4SW1/4; S1/2SE1/4SW1/4; S1/2SW1/4SE1/4 and NW1/4SE1/4SW1/4 of Block 790, Ewing Bank, limited to depths from below 26,000' TVDSS to 99,999' TVDSS	UNIT
						100.0% operating rights in N1/2; N1/2S1/2; SE1/4SE1/4; N1/2SW1/4SE1/4 and N1/4SE1/5SW1/4 of Block 790, Ewing Bank, from the surface to 99,999' TVDSS	
						1.3% ORRI insofar as the lease covers SW1/4SW1/4; S1/2SE1/4SW1/4; S1/2SW1/4SE1/4; NW1/4SE1/4SW1/4 of Block 790, Ewing Bank, from surface down to and including 26,000' TVDSS	
Ewing Bank 834 (Coelacanth)	EW 834	OCS-G 27982	Federal	Fieldwood	Walter O&G	1.3% ORRI insofar as the lease covers NE1/4, NW1/4NW1/4, N/2SE1/4NE1/4 and NE/4NE/4 of Block 834, Ewing Bank, from the surface down to 26,000' TVDSS	UNIT
Ewing Bank 834 (Coelacanth)	EW 835	OCS-G 33707	Federal	Fieldwood	Walter O&G	1.3% ORRI insofar as the lease covers the North 7800' of Block 835, Ewing Bank, from the surface down to 26,000' TVDSS	UNIT
Ewing Bank 834 (Coelacanth)	MC 793	OCS-G 33177	Federal	Fieldwood	Walter O&G	1.3% ORRI insofar as the lease covers the W1/2W1/2NW1/4 of Block 793, Mississippi Canyon, from the surface down to 26,000' TVDSS	UNIT
Fandango	MC 297	OCS-G 34434	Federal	Fieldwood	Fieldwood	70% record title	PRIMARY

Field	Block	Lease	Type	Seller	Operator	Interest in Lease	Lease Status
Galapagos	MC 519	OCS-G 27278	Federal	Fieldwood	BP E&P (in part) and Fieldwood (in part)	65.0% record title	PROD
						49% operating rights in SW1/4 of Block 519, Mississippi Canyon, from the surface down to and including 99,999' TVDSS	
						49% operating rights in S1/2NW1/4 of Block 519, Mississippi Canyon, from the surface down to and including 14,000'	
						25.75% operating rights in S1/2; S1/2SE1/4NE1/4 of Block 519, Mississippi Canyon, from depths below 19,300' TVDSS down to and including 99,999' TVDSS	
						25.75% operating rights in S1/2NW1/4 of Block 519, Mississippi Canyon, from depths below 14,000' TVDSS down to and including 99,999' TVDSS	
						25.75% operating rights in N1/2NW1/4; N1/2NE1/4; SW1/4NE1/4 and N1/2SE1/4NE1/4 of Block 519, Mississippi Canyon, from the surface down to and including 99,999' TVDSS	
Green Canyon 39/40 (Katmai)	EW 1009	OCS-G 34878	Federal	Fieldwood	Fieldwood	50% record title	UNIT
Green Canyon 39/40 (Katmai)	EW 1010	OCS-G 34879	Federal	Fieldwood	Fieldwood	50% record title	UNIT
Green Canyon 39/40 (Katmai)	EW 1011	OCS-G 34880	Federal	Fieldwood	Fieldwood	50% record title	UNIT
Green Canyon 39/40 (Katmai)	GC 39 A	OCS-G 34966	Federal	Fieldwood	Fieldwood	50% record title	UNIT
Green Canyon 39/40 (Katmai)	GC 39 B	OCS-G 36476	Federal	Fieldwood	Fieldwood	50% record title	PRIMARY
Green Canyon 39/40 (Katmai)	GC 040	OCS-G 34536	Federal	Fieldwood	Fieldwood	50% record title	UNIT
Green Canyon 39/40 (Katmai)	GC 041	OCS-G 34537	Federal	Fieldwood	Fieldwood	50% record title	UNIT
Green Canyon 64/65/108/109/243	GC 064	OCS-G 34539	Federal	FEO	FEO	49% record title	PROD
Green Canyon 64/65/108/109/243	GC 065	OCS-G 05889	Federal	FEO	FEO	49% operating rights in all of Block 65, Green Canyon, from the surface of the earth down to and including the depth of 99,999 feet	UNIT



Field	Block	Lease	Type	Seller	Operator	Interest in Lease	Lease Status
Green Canyon 64/65/108/109/243	GC 108	OCS-G 14668	Federal	FEO	FEO	49% operating rights in all of Block 108, Green Canyon, from the surface of the earth down to and including the depth of 99,999 feet	UNIT
Green Canyon 64/65/108/109/243	GC 109	OCS-G 05900	Federal	FEO	FEO	49% operating rights in all of Block 109, Green Canyon, from the surface of the earth down to and including the depth of 99,999 feet	UNIT
Green Canyon 200 (Troika & Orlov)	GC 200	OCS-G 12209	Federal	FEO	FEO	100% record title 53.33333% operating rights in NW1/4SE1/4; SE1/4NE1/4; E1/2SE1/4NW1/4; S1/3NE1/4NW1/4; W1.2E1/2SE1/4; NE1/4SW1/SE1/4; SW1/4NW1/4NE1/4 of Block 200, Green Canyon, as to all depths from surface to 17,518' TVDSS	UNIT
Green Canyon 200 (Troika) <sup>10</sup>	GC 201	OCS-G 12210	Federal	FEO	FOE	100% record title as to the W/2 and SE/4 of Block 201, Green Canyon	UNIT
					LLOG Exploration	4.87999% ORRI insofar as the lease covers the NE1/4 of Block 157, Green Canyon, from the surface to 17,000' subsea TVD	
Green Canyon 200 (Troika)	GC 244	OCS-G 11043	Federal	FEO	FOE (in part) and Deepwater Abandonment Alternatives, Inc. (in part)	100% record title 0% operating rights as to all of Block 244, Green Canyon, as to those depths from 16,000 feet true vertical depth subsea down to 24,000 feet true vertical depth subsea	UNIT
Gunflint	MC 904	OCS-G 36566	Federal	Fieldwood	Fieldwood	58.9363% record title	PRIMARY
Gunflint	MC 905	OCS-G 36405	Federal	Fieldwood	Fieldwood	58.9363% record title	PRIMARY
Hagerman	MC 789	OCS-G 36557	Federal	Fieldwood	Fieldwood	100% record title	PRIMARY
Isabela N (Miocene)	MC 474	OCS-G 35825	Federal	Fieldwood	BP E&P	24.33333% record title	PRIMARY
						12.5% operating rights in all of Block 474, Mississippi Canyon, from depths below 20,000' TVDSS down to and including 99,999' TVDSS	

<sup>10</sup> As to this Other Lease, no interest in the operating rights or record title as to the NE1/4 of Block 201, Green Canyon, is being conveyed hereunder.

Field	Block	Lease	Type	Seller	Operator	Interest in Lease	Lease Status
Isabela N (Miocene)	MC 518	OCS-G 35828	Federal	Fieldwood	BP E&P	24.33333% record title	PRIMARY
						12.5% operating rights in all of Block 518, Mississippi Canyon, from depths below 19,500' TVDSS down to and including 99,999' TVDSS	
King Cake	AT 023	OCS-G 35015	Federal	Fieldwood	Murphy E&P USA	7.75% record title	PRIMARY
Little Burn	GC 238	OCS-G 26302	Federal	Fieldwood	BHP Billiton Petroleum (GOM)	40% operating rights in all of Block 238, Green Canyon, from 16,700' TVD to 99,999' TVD	PROD
				FEO	Talos ERT LLC	2.8% ORRI insofar as the lease pertains to depths from 0 to 16,999' TVD	
Mississippi Canyon 562 (Isabela)	MC 562	OCS-G 19966	Federal	Fieldwood	BP E&P	12.5% record title	PROD
						0% operating rights in N/2 of Block 562, Mississippi Canyon, from the surface to 19,500' TVDSS	
						12.5% operating rights in N/2 of Block 562, Mississippi Canyon, from depths below 19,500' TVDSS down to and including 99,999' TVDSS	
						12.5% operating rights in S/2 of Block 562, Mississippi Canyon, from depths below 20,000' TVDSS down to and including 99,999' TVDSS	
Mississippi Canyon 698 (Big Bend)	MC 697 A	OCS-G 28021	Federal	Fieldwood	Fieldwood	54% record title	UNIT
Mississippi Canyon 698 (Big Bend)	MC 698	OCS-G 28022	Federal	Fieldwood	Fieldwood	54% record title	UNIT
Mississippi Canyon 698 (Big Bend)	MC 742	OCS-G 32343	Federal	Fieldwood	Fieldwood	100% record title in NE1/4; S1/2 of Block 742, Mississippi Canyon	UNIT
						54% record title in NW1/4 of Block 742, Mississippi Canyon	
Mississippi Canyon 782 (Dantzler)	MC 782	OCS-G 33757	Federal	Fieldwood	Fieldwood	45% record title	PROD
Mississippi Canyon 948/949/992/993 (Gunflint)	MC 948	OCS-G 28030	Federal	Fieldwood	Fieldwood	58.9363% record title	UNIT
Mississippi Canyon 948/949/992/993 (Gunflint)	MC 949	OCS-G 32363	Federal	Fieldwood	Fieldwood	58.9363% record title	UNIT
Mississippi Canyon 948/949/992/993 (Gunflint)	MC 992	OCS-G 24133	Federal	Fieldwood	Fieldwood	58.9363% record title in N1/2 of Block 992, Mississippi Canyon	UNIT
						52.94% record title in S1/2 of Block 992, Mississippi Canyon	

Field	Block	Lease	Type	Seller	Operator	Interest in Lease	Lease Status
Mississippi Canyon 948/949/992/993 (Gunflint)	MC 993	OCS-G 24134	Federal	Fieldwood	Fieldwood	58.9363% record title in N1/2 of Block 993, Mississippi Canyon	UNIT
						45% record title in S1/2 of Block 993, Mississippi Canyon	
Mt. Driskill	MC 691	OCS-G 36400	Federal	Fieldwood	Fieldwood	50% record title	PRIMARY
Murrayfield	MC 118	OCS-G 35963	Federal	Fieldwood	Chevron USA	5.45% record title	PRIMARY
Murrayfield	MC 119	OCS-G 36537	Federal	Fieldwood	Chevron USA	5.45% record title	PRIMARY
Murrayfield	MC 162	OCS-G 36880	Federal	Fieldwood	Chevron USA	5.45% record title	PRIMARY
Murrayfield	MC 163	OCS-G 36538	Federal	Fieldwood	Chevron USA	5.45% record title	PRIMARY
Murrayfield	MC 206	OCS-G 36540	Federal	Fieldwood	Chevron USA	5.45% record title	PRIMARY
Scaramanga	MC 171	OCS-G 34428	Federal	Fieldwood	Fieldwood	100% record title	PRIMARY
Scaramanga	MC 172	OCS-G 34429	Federal	Fieldwood	Fieldwood	100% record title	PRIMARY
Schooner	MC 435	OCS-G 36772	Federal	Fieldwood	Fieldwood	100% record title	PRIMARY
Schooner	MC 436	OCS-G 36773	Federal	Fieldwood	Fieldwood	100% record title	PRIMARY
South Marsh Is. 40/41/44	SM 40	OCS-G 13607	Federal	FEO	FEO	100% record title	TERMIN
South Timbalier 308 / Ewing Bank 873	ST 287	OCS-G 24987	Federal	Fieldwood	Fieldwood	100% record title	PROD
						100% operating rights in all of Block 287, South Timbalier Area, South Addition, from the surface to 13,852' SSTVD	
						50% operating rights in all of Block 287, South Timbalier Area, South Addition, from 13,852' SSTVD to 99,999' SSTVD	
South Timbalier 308 / Ewing Bank 873	ST 308	OCS-G 21685	Federal	Fieldwood	Fieldwood	100% record title	PROD
						100% operating rights in all of Block 308, South Timbalier Area, South Addition, from the surface to 18,571' SSTVD	
						50% operating rights in all of Block 308, South Timbalier Area, South Addition, from 18,571' SSTVD to 99,999' SSTVD	
Steamboat	GC 153	OCS-G 36814	Federal	Fieldwood	Fieldwood	100% record title	PRIMARY
Talon	GC 198	OCS-G 36021	Federal	FEO	FEO	100% record title	PRIMARY
Tarantula	EW 828	OCS-G 35806	Federal	FEO	FEO	100% record title	PRIMARY

Field	Block	Lease	Type	Seller	Operator	Interest in Lease	Lease Status
Ticonderoga	GC 768	OCS-G 21817	Federal	Fieldwood	(see below)	100% record title	PROD
					Anadarko	50% operating rights in all of Block 768, Green Canyon, from the surface to the stratigraphic equivalent of 13,370' subsea TVD in the OCS-G 21817 #1 Well	
					Fieldwood	43.125% operating rights in all of Block 768, Green Canyon, below the stratigraphic equivalent of 13,370' subsea TVD in the OCS-G 21817 #1 Well down to a depth of 40,000' subsea TVD	
Umbrella Point	-	5752	SL - TX	Fieldwood Onshore	Fieldwood Onshore	100% record title	TERMIN
Umbrella Point	-	140960	SL - TX	Fieldwood SD Offshore	Fieldwood SD Offshore	100% record title	TERMIN
WILDCAT - ACOM O.H. ESTATE	-	165888	SL - TX	Fieldwood Onshore	Fieldwood Onshore	100% record title	TERMIN
EAGLE BAY	-	186892	SL - TX	Fieldwood Onshore	Fieldwood Onshore	100% record title	TERMIN
EAGLE BAY	-	176012	SL - TX	Fieldwood Onshore	Fieldwood Onshore	100% record title	TERMIN
EAGLE BAY	-	179673	SL - TX	Fieldwood Onshore	Fieldwood Onshore	100% record title	TERMIN
EAGLE BAY	-	188919	SL - TX	Fieldwood Onshore	Fieldwood Onshore	100% record title	TERMIN
EAGLE BAY	-	188921	SL - TX	Fieldwood Onshore	Fieldwood Onshore	100% record title	TERMIN
EAGLE BAY	-	269151	SL - TX	Fieldwood Onshore	Fieldwood Onshore	100% record title	TERMIN

[End of Exhibit A]

**Exhibit B**  
**Easements**

**Part 1. Co-Owned Easements**

ROW Number	Seller	Segment Number	Originating Area	Originating Block	Originating Name	Receiving Area	Receiving Block	Receiving Name	Size (inch)	Product	Status	Associated Lease	Undivided interest to be assigned to Buyer
G03432	Fieldwood	4647	SM	149	6"SSTI	SM	132	B	6	BLKO	Active	G02592	50%
G09319	Fieldwood	5890	ST	53	A	ST	52	A	6	OIL	Active	G04000	50%
G12304	GOM Shelf	9084	GI	43	AS	GI	19	F/S	10	OIL	Active	00175	25%
G28385	Fieldwood	17265	ST	68	Caisson No. 1	ST	53	A	6	BLKO	Active	G04000	20.334%

**RUEs related to Co-Owned Leases**

RUE Number	Area	Block No.	Structure	Complex ID No.	FW Lease	Operator	Approval Date	Associated Assets	Party to hold RUE on behalf of Buyer and Fieldwood Energy I	Undivided interest for which Buyer is to be responsible
G30267	ST	68	CAISS. #1	24108	00020	Fieldwood	03/09/18	ST 67 #6	Buyer	20.334%
[G30329	SM	132	B	21982	G02592 G02588	Fieldwood	5/06/19	SM 136 C 007, SM 149 C001, C002 & C004	Fieldwood Energy I	50%] <sup>11</sup>

<sup>11</sup> Treatment of RUE G30329 and associated platform (SOUTH MARSH ISLAND 132 P/F B) is under discussion between the Parties.

**Part 2. Other Easements**

ROW Number	Seller	Segment Number	Originating Area	Originating Block	Originating Name	Receiving Area	Receiving Block	Receiving Name	Size (inch)	Product	Status	Associated Lease
G09330	FEO	8204	SS	80	A	EI	125	30 SSTI	6	G/C	Active	G15277
G15047	Bandon	10675	VR	371	A	VR	350	08 SSTI	6	OIL	Active	G09524
G16055	FEO	11050	SS	301	A	SS	300	B	8	BLKO	Active	G10794
G23712	Fieldwood	13736	SS	79	#2	SS	80	A	4	BLKO	Active	G15277
G23713	Fieldwood	13737	SS	79	#2	SS	80	A	4	BLKO	Active	G15277
G28816	Fieldwood	14292	SM	40	JA	SM	40	10"SSTI	6	OIL	Active	G13607
G28817	Fieldwood	14293	SM	40	B	SM	40	JA	6	BLKO	Active	G13607
G28818	Fieldwood	14294	SM	40	B	SM	40	JA	6	BLKO	Active	G13607
G28819	Fieldwood	14295	SM	40	JA	SM	40	B	2	LIFT	Active	G13607
G09349	FEO	8255	GC	65	A	GC	19	A	12	OIL	Active	G05889
G17737	FEO	11393	GC	200	SS Manifold	GC	65	A	10	BLKO	Active	G12210
		11394	GC	200	SSMANIFO	GC	65	A	24	CSNG	Active	G12210
		11395	GC	200	SSMANIFO	GC	65	A	5	UMB	Active	G12210
		11959	GC	200	SSMANIFO	GC	65	A	2	UMB	Active	G12210
G17738	FEO	11396	GC	200	SSMANIFO	GC	65	A	10	BLKG	Active	G12210
		11397	GC	200	SSMANIFO	GC	65	A	24	CSNG	Active	G12210
		11410	GC	200	SSMANIFO	GC	65	A	5	UMB	Active	G12210
		12141	GC	200	SSMANIFO	GC	65	A	5	UMB	Proposed	G12210
G17685	FEO	11260	GC	65	A	GC	19	A	16	OIL	Active	G05889
G28736	Fieldwood	19154	MC	948	PLET NPL3 HUB	MC	724	Gulfstar 1 SPAR	8	BLKO	Active	G28030
		19365	MC	948	PLET NPL3 HUB	MC	767	ILS NPL1	12	CSNG	Active	G28030
		19374	MC	948	PLET NPL3 HUB	MC	948	PLET SPL2 HUB	8	BLKO	Active	G28030
G28809	FEO	20222	GC	244	PLEM A	GC	156	Mid-Line PLET A-1	8	BLKO	Proposed	G11043
G28820	FEO	20197	GC	156	PLET 2	GC	156	A-2 PLET	8	BLKO	Active	G12209



ROW Number	Seller	Segment Number	Originating Area	Originating Block	Originating Name	Receiving Area	Receiving Block	Receiving Name	Size (inch)	Product	Status	Associated Lease
G29287	FEO	19155	MC	948	PLET SPL2 HUB	MC	724	Gulfstar 1 SPAR	8	BLKO	Active	G28030
		19362	MC	724	Gulfstar 1 Spar	MC	948	UTA1	8	UMB	Active	G28030
		19432	MC	948	PLET SPL2	MC	768	ILS SPL1	12	CSNG	Active	G28030
G29294	Fieldwood	19282	MC	736	A Thunderhawk	MC	782	Dan 1 STUA 1	6	UBEH	Active	G33757
		19296	MC	698	RGL PLET 1	MC	736	A Thunderhawk	12	CSNG	Active	G28022
G29295	Fieldwood	19097	MC	698	RGL PLET 1	MC	736	A Thunderhawk	8	BLKO	Active	G28022
		19149	MC	698	RGL PLET 1	MC	736	A Thunderhawk	8	BLKO	Active	G28022
		19283	MC	736	A Thunderhawk	MC	698	BBD SUTA	6	UMB	Active	G28022
		19364	MC	698	RGL PLET 1	MC	736	A	12	CSNG	Active	G28022
G29299	Fieldwood	19297	MC	736	A Thunderhawk	MC	692	North Plet	1	LIFT	Active	G28022
		19334	MC	736	A Thunderhawk	MC	692	SUTA	5	UMBH	Active	G28022
G29417	FEO	20221	GC	156	Mid-Line PLET A-1	GC	156	Md-Line PLET A-2	8	BLKO	Active	G12209
		20155	GC	156	Mid-Line PLET A-2	GC	65	A	8	BLKO	Proposed	G12209
G29420	FEO	20183	GC	200	SUTA	GC	244	TROIKA SUTA	5	UMB	Proposed	G11043
G29424	FEO	20195	GC	65	A	GC	200	SUTA	3	UMB	Proposed	G12209
G29425	FEO	20196	GC	200	PLET-1	GC	156	PLET-2	8	BLKO	Proposed	G12210
G29427	FEO	20202	GC	40	K1 PLET	ST	308	A	8	BLKO	Proposed	G34966
		20203	GC	40	K1 PLET	ST	308	Start Up Flange	12	CSNG	Proposed	G34966
		20278	ST	308	A	GC	39	K2 SUTA	5	UBEH	Proposed	G34966
G29427	Fieldwood	20200	GC	39	K2 SUTA	GC	40	K1 SUTA	5	UBEH	Active	G34966

**RUEs related to Other Leases**

RUE Number	Area	Block No.	Structure	Complex ID No.	FW Lease	Operator	Approval Date	Associated Assets
G30201	SS	80	A	23548	G15277	FEO	02/07/13	SS 79 A002
G30342	SM	40	B	1266	G13607	FEO	06/21/18	SM 41 B2, B3, B4, B6 & SM 40 B5
G30352	SM	40	JA	27017	G13607	FEO		SM 41 B PF and wells
G30354	MC	736	A (Thunder Hawk)	2045	G28022	Fieldwood	07/03/18	MC 698 001, MC 734 SS002, SS004, SS005, SS006, MC 782 001 & 002

[End of Exhibit B]

**Exhibit C**  
**Scheduled Wells**

**Part 1. Co-Owned Wells**

Asset Name	FWE Acct. Code	Lease Number	API
GRAND ISLE 032 #U012 ST1	GI032U1201	00174	177192014502
GRAND ISLE 039 #P002 ST2	GI039P0202	00127	177174097802
GRAND ISLE 040 #E007D	GI040E07D0	00128	177170077500
GRAND ISLE 040 #E009	GI040E0900	00128	177170078700
GRAND ISLE 040 #G001	GI040G0100	00128	177170070400
GRAND ISLE 040 #G002	GI040G0200	00128	177170076200
GRAND ISLE 040 #G006	GI040G0600	00133	177174012600
GRAND ISLE 040 #G010	GI040G1000	00128	177174037200
GRAND ISLE 040 #G011	GI040G1100	00128	177174037300
GRAND ISLE 040 #M001	GI040M0100	00128	177174037000
GRAND ISLE 040 #M002D	GI040M02D0	00128	177174038600
GRAND ISLE 040 #M003	GI040M0300	00128	177174043600
GRAND ISLE 040 #O005	GI040O0500	00128	177174097100
GRAND ISLE 041 #D002	GI041D0200	00129	177170075300
GRAND ISLE 041 #D003	GI041D0300	00129	177170076700
GRAND ISLE 041 #D004	GI041D0400	00130	177170080500
GRAND ISLE 041 #D007	GI041D0700	00129	177172000000
GRAND ISLE 041 #D008 ST	GI041D0801	00130	177172000801
GRAND ISLE 041 #D009	GI041D0900	00129	177172001500
GRAND ISLE 041 #D010ST	GI041D1000	00129	177174017801
GRAND ISLE 041 #D011E	GI041D1100	00129	177174018400
GRAND ISLE 041 #E001 ST1	GI041E0101	00130	177170069401
GRAND ISLE 041 #E002 ST1	GI041E0201	00130	177170074701
GRAND ISLE 041 #E003D	GI041E03D0	00130	177170075000
GRAND ISLE 041 #E004 ST1	GI041E0401	00130	177170075201
GRAND ISLE 041 #E005	GI041E0500	00129	177170075400
GRAND ISLE 041 #E006D	GI041E06D0	00130	177170077300
GRAND ISLE 041 #E008	GI041E0800	00130	177170079800
GRAND ISLE 041 #E010	GI041E1001	00130	177172000301
GRAND ISLE 041 #E012D	GI041E12D0	00130	177174011500
GRAND ISLE 041 #E013	GI041E1300	00130	177174012900
GRAND ISLE 041 #F003 ST1	GI041F0301	00129	177174006401
GRAND ISLE 041 #F005 ST2	GI041F0502	00129	177174017302
GRAND ISLE 041 #G007	GI041G0700	00130	177174022400
GRAND ISLE 041 #G008	GI041G0800	00130	177174026400

Asset Name	FWE Acct. Code	Lease Number	API
GRAND ISLE 041 #H001	GI041H0100	00130	177174020300
GRAND ISLE 041 #H002	GI041H0200	00129	177174028100
GRAND ISLE 041 #H003 ST	GI041H0301	00130	177174028601
GRAND ISLE 041 #H004	GI041H0400	00130	177174038000
GRAND ISLE 041 #H005	GI041H0500	00129	177174038100
GRAND ISLE 041 #H006 ST1	GI041H0601	00129	177174098301
GRAND ISLE 041 #H007	GI041H0700	00130	177174098400
GRAND ISLE 042 #C001	GI042C0100	00131	177170067000
GRAND ISLE 042 #C002	GI042C0200	00131	177170072100
GRAND ISLE 042 #F001	GI042F0100	00131	177174005100
GRAND ISLE 042 #F002	GI042F0200	00131	177174006000
GRAND ISLE 042 #F004	GI042F0400	00131	177174007100
GRAND ISLE 046 #001 ST1	GI04600101	00132	177174042801
GRAND ISLE 046 #G009 ST1	GI046G0901	00132	177174026101
GRAND ISLE 047 #E006	GI047E0600	00133	177170078100
GRAND ISLE 047 #E008	GI047E0800	00133	177170079500
GRAND ISLE 047 #E017	GI047E1700	00133	177174039900
GRAND ISLE 047 #G004 ST	GI047G0401	00133	177170079601
GRAND ISLE 047 #G005 ST	GI047G0501	00133	177170080301
GRAND ISLE 047 #G012	GI047G1200	00133	177174037500
GRAND ISLE 047 #L001	GI047L0100	00133	177174012800
GRAND ISLE 047 #L002 ST	GI047L0201	00133	177174015901
GRAND ISLE 047 #L003	GI047L0300	00133	177174020500
GRAND ISLE 047 #L004	GI047L0400	00133	177174017000
GRAND ISLE 047 #L005	GI047L0500	00133	177174017900
GRAND ISLE 047 #L006D	GI047L0600	00133	177174036300
GRAND ISLE 047 #L007 ST	GI047L0701	00177	177174039101
GRAND ISLE 047 #L009 ST1	GI047L0901	00133	177174039201
GRAND ISLE 047 #L011 ST2	GI047L1102	00133	177174039602
GRAND ISLE 047 #O001 BP2	GI047O01D3	00133	177174096102
GRAND ISLE 047 #O002	GI047002D1	00133	177174096600
GRAND ISLE 047 #O004	GI047O0400	00133	177174096900
GRAND ISLE 047 #O006	GI047O0600	00133	177174097200
GRAND ISLE 047 #O007 ST1	GI047O0701	00133	177174097301
GRAND ISLE 047 #O008	GI047O0800	00133	177174097600
GRAND ISLE 047 #O009	GI047O09D1	00133	177174097700
GRAND ISLE 048 #E001	GI048E0100	00134	177170045400
GRAND ISLE 048 #E014	GI048E1400	00134	177172003900
GRAND ISLE 048 #E018 ST	GI048E1801	00134	177174043501
GRAND ISLE 048 #J002 ST1	GI048J0201	00134	177174003201

Asset Name	FWE Acct. Code	Lease Number	API
GRAND ISLE 048 #J003 ST	GI048J0302	00134	177174004502
GRAND ISLE 048 #J004 ST2	GI048J0403	00134	177174004803
GRAND ISLE 048 #J005 ST	GI048J0501	00134	177174011601
GRAND ISLE 048 #J006	GI048J0600	00134	177174012000
GRAND ISLE 048 #J007	GI048J0700	00134	177174012200
GRAND ISLE 048 #J008	GI048J0800	00134	177174016900
GRAND ISLE 048 #J009	GI048J0900	00134	177174044200
GRAND ISLE 048 #J010 ST	GI048J1001	00134	177174044401
GRAND ISLE 048 #P001 FKA #14	GI048P0100	00134	177174015300
GRAND ISLE 110 #A002	GI110A0200	G13943	177184008900
GRAND ISLE 110 #A005 BP2	GI110A0502	G13943	177184010402
GRAND ISLE 116 #A001	GI116A0100	G13944	177184008700
GRAND ISLE 116 #A003	GI116A0300	G13944	177184009200
GRAND ISLE 116 #A004	GI116A0401	G13944	177184009501
GRAND ISLE 116 #A006	GI116A0601	G13944	177184010601
GRAND ISLE 116 #A007	GI116A0700	G13944	177184011100
MISSISSIPPI CANYON 110 #001	MC1100100	G18192	608174060500
MISSISSIPPI CANYON 110 #A009	MC110A0900	G18192	608174042501
MISSISSIPPI CANYON 110 #A011ST	MC110A1101	G18192	608174042801
MISSISSIPPI CANYON 110 #A031	MC110A3100	G18192	608174087900
SOUTH MARSH IS 048 #E002	SM048E0201	00786	177072002801
SOUTH MARSH IS 048 #E003 ST1BP	SM048E0302	00786	177072003302
SOUTH MARSH IS 048 #E004	SM048E0401	00786	177072004001
SOUTH MARSH IS 048 #E007	SM048E07	00786	177074092300
SOUTH MARSH IS 149 #C001 ST1	SM149C0101	G02592	177084088901
SOUTH MARSH IS 149 #C002	SM149C0200	G02592	177084089100
SOUTH MARSH IS 149 #C004	SM149C0400	G02592	177084090300
SOUTH MARSH IS 149 #C005	SM149C0500	G02592	177084090400
SOUTH MARSH IS 149 #D001	SM149D0101	G02592	177084094401
SOUTH PASS 061 #D004 ST2	SP061D0402	G01609	177234006302
SOUTH PASS 061 #D023	SP061D2300	G01609	177234008200
SOUTH PASS 061 #D024 ST1	SP061D2401	G01609	177234007701
SOUTH PASS 061 #D025	SP061D2500	G01609	177234008300
SOUTH PASS 061 #D026	SP061D2600	G01609	177234008400
SOUTH PASS 061 #D033 ST2	SP061D3302	G01609	177234008702
SOUTH PASS 061 #D035 ST2	SP061D3502	G01609	177234009102
SOUTH PASS 061 #D036 ST1	SP061D3601	G01609	177234009201
SOUTH PASS 061 #D039 ST1	SP061D3901	G01609	177234009801
SOUTH PASS 061 #D040 ST2	SP061D4002	G01609	177234009502
SOUTH PASS 061 #D043 ST2	SP061D4302	G01609	177234009602

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH TIMBALIER 053 #004	ST05300401	G04000	177154043101
SOUTH TIMBALIER 053 #006	ST05300601	G04000	177154083500
SOUTH TIMBALIER 053 #A001	ST053A0101	G04000	177154034402
SOUTH TIMBALIER 053 #A002	ST053A0201	G04000	177154037601
SOUTH TIMBALIER 053 #A003	ST053A0301	G04000	177154038401
SOUTH TIMBALIER 053 #A004	ST053A0400	G04000	177154038500
SOUTH TIMBALIER 053 #A006	ST053A0601	G04000	177154039201
SOUTH TIMBALIER 053 #A007	ST053A0700	G04000	177154040400
SOUTH TIMBALIER 053 #A008	ST053A0800	G04000	177154040500
SOUTH TIMBALIER 053 #A009	ST053A0900	G04000	177154041500
SOUTH TIMBALIER 053 #A010	ST053A1001	G04000	177154043501
SOUTH TIMBALIER 053 #A011	ST053A1100	G04000	177154042400
SOUTH TIMBALIER 053 #A012	ST053A1201	G04000	177154042301
SOUTH TIMBALIER 053 #A013	ST053A1300	G04000	177154044000
SOUTH TIMBALIER 053 #A014	ST053A1400	G04000	177154042900
SOUTH TIMBALIER 053 #A015	ST053A1501	G04000	177154076901
SOUTH TIMBALIER 053 #A016	ST053A1601	G04000	177154043601
SOUTH TIMBALIER 053 #A017	ST053A1701	G04000	177154061101
SOUTH TIMBALIER 053 #A018	ST053A1801	G04000	177154061201
SOUTH TIMBALIER 053 #A019	ST053A1900	G04000	177154077200
SOUTH TIMBALIER 053 #A020	ST053A2001	G04000	177154077101
SOUTH TIMBALIER 053 #A021	ST053A2100	G04000	177154111000
SOUTH TIMBALIER 053 #C001	ST053C0100	G04000	177154067200
SOUTH TIMBALIER 053 #C002	ST053C0200	G04000	177154107300
SOUTH TIMBALIER 053 #I001	ST053I0100	G04000	177154031200
SOUTH TIMBALIER 067 #006	ST06700602	00020	177154078404
WEST DELTA 068 #U001	WD068U0100	00180	177190136200
WEST DELTA 068 #U004	WD068U0400	00180	177192007000
WEST DELTA 068 #U005 ST2	WD068U0502	00180	177192007502
WEST DELTA 068 #U006	WD068U0600	00180	177192008600
WEST DELTA 068 #U009	WD068U0900	00180	177192011401
WEST DELTA 068 #U011	WD068U11	00180	177192013603
WEST DELTA 068 #U013 ST2	WD068U1302	00180	177194065102
WEST DELTA 068 #U014	WD068U1400	00180	177194065300
WEST DELTA 069 #D007 ST2	WD069D0702	00181	177190063802
WEST DELTA 070 #D001D	WD070D0100	00182	177190063300
WEST DELTA 070 #D005	WD070D0500	00182	177190063600
WEST DELTA 070 #D008	WD070D0800	00182	177190063900
WEST DELTA 070 #D009	WD070D0900	00182	177190064000
WEST DELTA 070 #D010	WD070D1000	00182	177190066700



Asset Name	FWE Acct. Code	Lease Number	API
WEST DELTA 070 #D011	WD070D1100	00182	177194036800
WEST DELTA 070 #D012	WD070D1200	00182	177194037200
WEST DELTA 070 #D013	WD070D1300	00182	177194057000
WEST DELTA 070 #D014	WD070D1400	00182	177194057200
WEST DELTA 070 #E001 ST1	WD070E0101	00182	177190108201
WEST DELTA 070 #E002	WD070E0200	00182	177190067800
WEST DELTA 070 #E003	WD070E0300	00182	177190066500
WEST DELTA 070 #FF001	WD070FF100	00182	177194084200
WEST DELTA 070 #FF002	WD070FF200	00182	177194084300
WEST DELTA 070 #FF003	WD070FF300	00182	177194084400
WEST DELTA 070 #I003 ST1	WD070I0301	00182	177190091301
WEST DELTA 070 #I004	WD070I0400	00182	177190091500
WEST DELTA 070 #I005 ST1	WD070I0501	00182	177190095001
WEST DELTA 070 #I006 ST	WD070I0601	00182	177190095101
WEST DELTA 070 #I008 ST1	WD070I0801	00182	177190102101
WEST DELTA 070 #I010 ST1	WD070I1001	00182	177190105701
WEST DELTA 070 #I012 STBP2	WD070I1202	00182	177194010702
WEST DELTA 070 #I013	WD070I1300	00182	177194038400
WEST DELTA 070 #I014	WD070I1400	00182	177194061100
WEST DELTA 070 #I015	WD070I1500	00182	177194061300
WEST DELTA 070 #I016 ST	WD070I1601	00182	177194064201
WEST DELTA 070 #I017	WD070I1700	00182	177194064600
WEST DELTA 070 #L003	WD070L0300	00182	177190113800
WEST DELTA 070 #L004	WD070L0400	00182	177190115100
WEST DELTA 070 #L005	WD070L0500	00182	177190115500
WEST DELTA 070 #L006	WD070L0600	00182	177190115000
WEST DELTA 070 #L010	WD070L1000	00182	177190119500
WEST DELTA 070 #L011	WD070L1100	00182	177190121400
WEST DELTA 071 #E006	WD071E0600	00838	177190073200
WEST DELTA 071 #E007 ST1	WD071E0701	00838	177190095601
WEST DELTA 071 #E009 ST1	WD071E0901	00838	177190091701
WEST DELTA 071 #E010	WD071E1000	00838	177190095700
WEST DELTA 071 #O003	WD071O0300	00838	177190121500
WEST DELTA 071 #O005	WD071O0501	00838	177190125001
WEST DELTA 071 #O006	WD071O0601	00838	177190127101
WEST DELTA 071 #O007	WD071O0702	00838	177190129602
WEST DELTA 071 #O009	WD071O0900	00838	177190133600
WEST DELTA 071 #O010	WD071O1000	00838	177194002500
WEST DELTA 071 #O013	WD071O1303	00838	177192001102
WEST DELTA 079 #A019	WD079A19	G01449	177192006800

Asset Name	FWE Acct. Code	Lease Number	API
WEST DELTA 079 #A021	WD079A21	G01449	177192012700
WEST DELTA 079 #C017	WD079C17	G01874	177192013800
WEST DELTA 079 #C025	WD079C25	G01874	177194008701
WEST DELTA 079 #C032	WD079C32	G01874	177194019400
WEST DELTA 079 #C033	WD079C33	G01874	177192009101
WEST DELTA 079 #D020	WD079D20	G01449	177192023101
WEST DELTA 079 #D023	WD079D23	G01449	177194006600
WEST DELTA 079 #D024	WD079D24	G01449	177194007300
WEST DELTA 079 #D031	WD079D31	G01449	177194037800
WEST DELTA 079 #D035	WD079D35	G01449	177194046200
WEST DELTA 079 #D036	WD079D36	G01449	177194047400
WEST DELTA 079 #F002	WD079F02	G01449	177194038300
WEST DELTA 080 #A010	WD080A10	G01874	177190136300
WEST DELTA 080 #A016	WD080A16	G01874	177192004600
WEST DELTA 080 #B016	WD080B16	G01874	177192018200
WEST DELTA 080 #D019	WD080D19	G01449	177192021703
WEST DELTA 080 #D029	WD080D29	G01874	177194036501
WEST DELTA 080 #D032	WD080D32	G01449	177194038500
WEST DELTA 080 #D034	WD080D34	G01874	177192019501
WEST DELTA 079 #A019	WD079A19	G01449	177192006800
WEST DELTA 094 #V001	WD094V0100	00839	177192005700
WEST DELTA 094 #V002	WD094V0200	00839	177192011600
WEST DELTA 094 #V003	WD094V0300	00839	177192014900
WEST DELTA 094 #V004	WD094V0400	00839	177192015500
WEST DELTA 094 #V014	WD094V1400	00839	177194039000
WEST DELTA 094 #V015	WD094V1500	00839	177194064000
WEST DELTA 094 #V016	WD094V1602	00839	177194063902
WEST DELTA 095 #S005 ST1BP1	WD095S0502	G01497	177190126202
WEST DELTA 095 #S006	WD095S0600	G01497	177190135400
WEST DELTA 095 #S008	WD095S0800	G01497	177190127700
WEST DELTA 095 #S010 ST1	WD095S1001	G01497	177192000101
WEST DELTA 095 #S012 ST	WD095S1201	G01497	177192002301
WEST DELTA 095 #X001 ST	WD095X0101	G01497	177194002901
WEST DELTA 095 #X003	WD095X0300	G01497	177194003200
WEST DELTA 095 #X007 ST1	WD095X0701	G01497	177194003701
WEST DELTA 095 #X011	WD095X1100	G01497	177194055700
WEST DELTA 095 #X012D	WD095X12D0	G01497	177194055900
WEST DELTA 096 #S002 ST1BP1	WD096S0202	G01498	177190123402
WEST DELTA 096 #S007 ST1	WD096S0701	G01498	177190132901
WEST DELTA 096 #X004 ST1	WD096X0401	G01498	177194003301

Asset Name	FWE Acct. Code	Lease Number	API
WEST DELTA 096 #X006 ST2	WD096X0602	G01498	177194003502
WEST DELTA 096 #X009	WD096X0900	G01498	177194004000

## Part 2. Other Wells

Asset Name	FWE Acct. Code	Lease Number	API
BLOWFISH GU AKA ST TR 329 #2	BLOWFISH2	ST-TX 227360	421673142600
BRETON SOUND 025 #A001	BS02501	G31442	177264005300
BRETON SOUND 052 #002 SL17860	SL1786002	ST-LA 17860	17726205670000
BRETON SOUND 053 #001 SL17675	SL1767501	ST-LA 17675	177262055100
BRETON SOUND 053 #003 SL15683	SL1568303	ST-LA 15683	177262053100
BRETON SOUND 53 #UV 3-8 RA VUA	SL1905101	ST-LA 19051	177262058300
EAGLE BAY GU AKA ST TR 329 1	EAGLEBAYGU	ST-TX 186891	#N/A
EAST CAMERON 345 #A001 (ORRI)	EC345A01	G15156	177044100800
EWING BANKS 789 #A006 (ORRI)	EW789A06	G35805	608104015500
EWING BANKS 789 #A007 (ORRI)	EW789A07	G35805	608104015401
EWING BANKS 790 A-2 (ORRI)	EW790A02	G33140	608104015100
EWING BANKS 790 A-3 (ORRI)	EW790A03	G33140	608104015300
EWING BANKS 790 #A009 (ORRI)	EW790A09	G33140	608104015700
EWING BANKS 834 A-1 (ORRI)	EW834A01	G27982	608105010300
GREEN CANYON 40 #1	GC04001	G34536	608114062300
GREEN CANYON 064 #A026	GC064A26	G34539	608114063101
GREEN CANYON 065 #A004	GC065A04	G05889	608114011600
GREEN CANYON 065 #A006	GC065A06	G05889	608114014800
GREEN CANYON 065 #A008	GC065A08	G05889	608114015800
GREEN CANYON 065 #A009	GC065A09	G05889	608114017000
GREEN CANYON 065 #A020	GC065A20	G05889	608114059902
GREEN CANYON 065 #A023	GC065A23	G05889	608114064200
GREEN CANYON 065 #A024	GC065A24	G05889	608114061900
GREEN CANYON 065 #A038	GC065A38	G05889	608114015501
GREEN CANYON 065 #A043	GC065A43	G05889	608114017100
GREEN CANYON 065 #A044	GC065A44	G05889	608114017701
GREEN CANYON 065 #A059	GC065A59	G05889	608114015900
GREEN CANYON 065 #A060	GC065A60	G05889	608114015300
GREEN CANYON 108 #A017	GC108A17	G14668	608114045202
GREEN CANYON 108 #A021	GC108A21	G14668	608114060701
GREEN CANYON 109 #A001	GC109A01	G05900	608114010000
GREEN CANYON 109 #A002	GC109A02	G05900	608114010600
GREEN CANYON 109 #A003	GC109A03	G05900	608114011200
GREEN CANYON 109 #A005	GC109A05	G05900	608114012100

Asset Name	FWE Acct. Code	Lease Number	API
GREEN CANYON 109 #A010	GC109A10	G05900	608114017300
GREEN CANYON 109 #A011	GC109A11	G05900	608114017800
GREEN CANYON 109 #A015	GC109A15	G05900	608114039502
GREEN CANYON 109 #A018	GC109A18	G05900	608114047603
GREEN CANYON 109 #A031	GC109A31	G05900	608114011900
GREEN CANYON 109 #A032	GC109A32	G05900	608114012303
GREEN CANYON 109 #A033	GC109A33	G05900	608114012401
GREEN CANYON 109 #A034	GC109A34	G05900	608114014401
GREEN CANYON 109 #A035	GC109A35	G05900	608114014700
GREEN CANYON 109 #A036	GC109A36	G05900	608114015000
GREEN CANYON 109 #A037	GC109A37	G05900	608114015200
GREEN CANYON 109 #A039	GC109A39	G05900	608114016000
GREEN CANYON 109 #A041	GC109A41	G05900	608114016500
GREEN CANYON 109 #A042	GC109A42	G05900	608114016701
GREEN CANYON 200 # TA 1 TROIKA	GC200TA01	G12209	608114021600
GREEN CANYON 200 # TA 2 TROIKA	GC200TA02	G12209	608114021702
GREEN CANYON 200 #T A 3 TROIKA	GC200TA03	G12209	608114021800
GREEN CANYON 200 TA3 ST1TROIKA	GC200TA03S	G12209	608114021801
GREEN CANYON 200 # TA 4 TROIKA	GC200TA04	G12209	608114021901
GREEN CANYON 200 # TA 5 TROIKA	GC200TA05	G12209	608114020501
GREEN CANYON 200 # TA 9 ORLOV	GC200TA09	G12209	608114071603
GREEN CANYON 201 # TA 6 TROIKA	GC201TA06	G12210	608114027501
GREEN CANYON 201 #002 ST1 (ORRI)	GC201002	G12210	608114037101
GREEN CANYON 201 #001 ST3 (ORRI)	GC20101ST3	G12210	608114043803
GREEN CANYON 238 SS01 (ORRI)	GC238SS01	G26302	608114044304
GREEN CANYON 243 #SS001 (ORRI)	GC243SS01	G20051	608114027608
GREEN CANYON 243 #SS002 (ORRI)	GC243SS02	G20051	608114034000
GREEN CANYON 243 #SS004 (ORRI)	GC243SS04	G20051	608114041600
GREEN CANYON 243 #SS005 (ORRI)	GC243SS05	G20051	608114045701
GREEN CANYON 244 # T001	GC244001	G11043	608114019700
GREEN CANYON 282 #1ST3 (ORRI)	GC2820103	G16727	608114030804
GREEN CANYON 282 #2ST1 (ORRI)	GC2820201	G16727	608114033701
GREEN CANYON 282 #SS003 (ORRI)	GC282SS003	G16727	608114070701
GREEN CANYON 768 SS02	GC768SS02	G21817	608114044700
GREEN CANYON 768 SS03	GC768SS03	G21817	608114050200
GREEN CANYON 768 SS04	GC768SS04	G21817	608114060900
GREEN CANYON 768 SS01 ST4	GC768SS104	G21817	608114041705
HIGH ISLAND 031 #L001 SL106158	SL10615801	ST-TX 106158	427083037900
HIGH ISLAND 031 #L001 SL106159	SL10615901	ST-TX 106159	427083037800
HIGH ISLAND 031 #L001 SL114921	SL11492101	ST-TX 114921	UNKNOWN

Asset Name	FWE Acct. Code	Lease Number	API
HIGH ISLAND 176 # 2 (ORRI)	HI176002	G27509	427084063900
LAKE COMO UNIT (ORRI)	LAKECOMO	SL-MS 170650	UNKNOWN
MILEY 1-43 (ORRI)	MILEY143	17009	UNKNOWN
MISSISSIPPI CANYON 519 #1 BP1	MC5190101	G27278	608174116201
MISSISSIPPI CANYON 519 #2 BP1	MC5190201	G27278	608174118401
MISSISSIPPI CANYON 519 #3	MC51903	G27278	608174141100
MISSISSIPPI CANYON 563 SS01(ORRI)	MC563SS01	G21176	608174130000
MISSISSIPPI CANYON 698 #1	MC69801	G28022	608174123300
MISSISSIPPI CANYON 782 #1	MC78201	G33757	608174126600
MISSISSIPPI CANYON 782 #2	MC78202	G33757	608174128200
MISSISSIPPI CANYON 793 A-4 (ORRI)	MC793A04	G33177	608104015200
MISSISSIPPI CANYON 793 A-8 (ORRI)	MC793A08	G33177	608104015900
MISSISSIPPI CANYON 948 #2 ST2	MC94802	G28030	608174114902
MISSISSIPPI CANYON 948 #3	MC94803	G28030	608174118801
MISSISSIPPI CANYON 948 #4	MC94804	G28030	608174129900
MISSISSIPPI CANYON 992 #1	MC99201	G24133	608174125200
RF FEDERAL 1 (ORRI)	RFFEDERAL1	ST-MS 230150	230372096200
RF FEDERAL 2 (ORRI)	RFFEDERAL2	ST-MS 231240	2303720983
SAN LEON GAS UNIT 1-ST2	SANLEONG2	ST-TX 185633	421673134500
SAN LEON GAS UNIT A 2	SANLEONGA2	ST-TX 234082	UNKNOWN
SAN LEON GAS UNIT B-1	SANLEONGB1	ST-TX 255675	421673145400
SAN LEON UNIT SWD 1	SANLEONU1	ST-TX 24318	421673131900
SOUTH MARSH IS 040 #B001	SM040B01	G13607	177074083600
SOUTH MARSH IS 040 #B005 (D01)	SM040B05	G13607	177074085700
SOUTH MARSH IS 040 #B007 (D01)	SM040B07	G13607	177074089800
SOUTH MARSH IS 040 #JA001	SM040J01	G13607	177074063602
SOUTH MARSH IS 040 #JA002	SM040J02	G13607	177074069100
SOUTH MARSH IS 041 #016	SM04116	G01192	177074091800
SOUTH MARSH IS 041 #B002	SM041B02	G01192	177074084901
SOUTH MARSH IS 041 #B003	SM041B03	G01192	177074085300
SOUTH MARSH IS 041 #B004	SM041B04	G01192	177074085400
SOUTH MARSH IS 041 #B006	SM041B06	G01192	177074087600
SHIP SHOAL 079 #A002	SS079A02	G15277	177114134300
SHIP SHOAL 301 #A001	SS301A0100	G10794	177124044301
SHIP SHOAL 301 #A002	SS301A02	G10794	177124053200
SHIP SHOAL 301 #A004	SS301A0400	G10794	177124063100
SHIP SHOAL 301 #A005	SS301A0500	G10794	177124068500
SOUTH TIMBALIER 287 #A008 ST2	ST287A0802	G24987	177164034802
SOUTH TIMBALIER 308 #A001	ST308A0100	G21685	177164028000
SOUTH TIMBALIER 308 #A002 ST1	ST308A0101	G21685	177164028701

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH TIMBALIER 308 #A003	ST308A0300	G21685	177164030600
SOUTH TIMBALIER 308 #A004	ST308A0400	G21685	177164030900
SOUTH TIMBALIER 308 #A005 ST1	ST308A0501	G21685	177164032901
SOUTH TIMBALIER 308 #A006 BP1	ST308A0601	G21685	177164033301
SOUTH TIMBALIER 308 #A007 BP1	ST308A0701	G21685	177164033804
STATE TRACT 086 R1L	STTR86R1L	ST-TX 172916	420713213700
STATE TRACT 086 R1U	STTR86R1U	ST-TX 172915	420713213700
STATE TRACT 087-10 U (F-12 SD)	STTR8710U	ST-TX 5797	420713194600
STATE TRACT 087-11 U (F-8 SD)	STTR8711U	ST-TX 5797	42071319761
STATE TRACT 087-12	STTR8712	TX Onshore	420713216700
STATE TRACT 087-8 (F-5 SD)	STTR8708	TX Onshore	4207102787
STATE TRACT 088-12B (F-5 SD)	STTR8812B	TX Onshore	420713029900
STATE TRACT 088-5B-L (F-5 SD)	STTR8805B	ST-TX 5749	420710276702
STATE TRACT 088-7B-L (F-8 SD)	STTR8807BL	TX Onshore	420710276602
STATE TRACT 088-7B-U (F-5 SD)	STTR8807BU	TX Onshore	420710276601
STATE TRACT 330 2R	STTR3302R	ST-TX 234082	421673132400
STATE TRACT 330-01	STTR33001	ST-TX 24318	421673131400
STATE TRACT 331-05	STTR33105	ST-TX 178537	4216731320
STATE TRACT 331-06	STTR33106	ST-TX 183756	4216731342
STATE TRACT 331-08	STTR33108	ST-TX 207398	421673140500
STATE TRACT 331-09	STTR33109	ST-TX 191681	4216731304
SUE FULLER #2	SUEFUL2	13911	42734663
VAUGHEY 1	VAUGHEY1	ST-TX 230140	230372095400
VERMILION 078 #A001	VR078A0100	G04421	177054077800
VERMILION 078 #A002 ST2	VR078A0202	G04421	177054047903
VERMILION 078 #A003 ST2	VR078A0302	G04421	177054102402
VERMILION 229 #A001	VR229A01	G27070	177054127100
VERMILION 362 #005	VR36205	G10687	177064073900
VERMILION 362 #A003	VR362A0300	G10687	177064070400
VERMILION 362 #A007	VR362A07	G10687	177064089501
VERMILION 362 #B001	VR362B0100	G10687	177064072800
VERMILION 362 #B002	VR362B0200	G10687	177064073600
VERMILION 362 #B005	VR362B0500	G10687	177064087901
VERMILION 363 #B003	VR363B0301	G09522	177064074101
VERMILION 371 #A001	VR371A0100	G09524	177064068100
VERMILION 371 #A002	VR371A0200	G09524	177064068800
VERMILION 371 #A004	VR371A0400	G09524	177064070800
VERMILION 371 #A005	VR371A0500	G09524	177064072500
VERMILION 371 #A006	VR371A0600	G09524	177064089101
VERMILION 371 #B004	VR371B0400	G09524	177064074801



Asset Name	FWE Acct. Code	Lease Number	API
WEST YELLOW CREEK UNIT (ORRI)	WYELLOWCRE	SL-MS 23017	UNKNOWN

[There are no depth restrictions or limitations applicable to any Acquired Interests set forth in this Exhibit.]

[End of Exhibit C]

**Exhibit D**  
**Platforms and Facilities**

**Part 1. Co-Owned Platforms and Facilities**

**Platforms**

Asset Name	FWE Acct. Code	Complex ID	Lease Number	Area/Block	WI
GRAND ISLE 039 P/F-Q	GI39QPLT	24255	00127	GI039	25.0%
GRAND ISLE 040 P/F-G	GI40GPLT	20043	00128	GI040	25.0%
GRAND ISLE 040 P/F-M	GI40MPLT	24214	00128	GI040	25.0%
GRAND ISLE 041 P/F-D	GI041PFD	20020	00129	GI041	25.0%
GRAND ISLE 041 P/F-B	GI41BPLT	20575	00129	GI041	25.0%
GRAND ISLE 041 P/F-E	GI41EPLT	20032	00130	GI041	25.0%
GRAND ISLE 041 P/F-H	GI41HPLT	23557	00130	GI041	25.0%
GRAND ISLE 041 P/F-I	GI41ICAS	766	00132	GI041	25.0%
GRAND ISLE 042 P/F-C	GI42CPLT	20018	00131	GI042	25.0%
GRAND ISLE 042 P/F-F	GI42FPLT	21859	00131	GI042	25.0%
GRAND ISLE 043 P/F-AC-CMP	GI043PFAC	20021	00175	GI043	25.0%
GRAND ISLE 043 P/F-AP-QRT	GI43APPLT	20221	00175	GI043	25.0%
GRAND ISLE 043 P/F-AQ-QRT	GI43AQPLT	20021	00175	GI043	25.0%
GRAND ISLE 043 P/F-AR-RSR	GI43ARPLT	20021	00175	GI043	25.0%
GRAND ISLE 043 P/F-AS-SEP	GI43ASPLT	20021	00175	GI043	25.0%
GRAND ISLE 047 P/F-A	GI47APLT	20046	00133	GI047	25.0%
GRAND ISLE 047 P/F-AP	GI47APPLT	20046	00133	GI047	25.0%
GRAND ISLE 047 P/F-AQ-QTRS	GI47AQPLT	20046	00133	GI047	25.0%
GRAND ISLE 047 P/F-AX (BRACE)	GI47AXPLT	20046	00133	GI047	25.0%
GRAND ISLE 047 P/F-L	GI47LPLT	22847	00133	GI047	25.0%
GRAND ISLE 047 P/F-O	GI47OPLT	2006	00133	GI047	25.0%
GRAND ISLE 048 P/F-E	GI48EPLT	20194	00134	GI048	25.0%
GRAND ISLE 048 P/F-J	GI48JPLT	20673	00134	GI048	25.0%
GRAND ISLE 048 P/F-P	GI48PPLT	22891	00134	GI048	25.0%
GRAND ISLE 116 P/F-A	GI116APLT	686	G13944	GI116	50.0%
SOUTH MARSH IS 149 P/F-C	SM149CPLT	1027	G02592	SM149	50.0%
SOUTH TIMBALIER 053 P/F-4	ST053PF4	22768	G04000	ST053	50.0%
SOUTH TIMBALIER 053 P/F-6	ST053PF6	24184	G04000	ST053	50.0%
SOUTH TIMBALIER 053 P/F-A	ST053PFA	22421	G04000	ST053	50.0%
SOUTH TIMBALIER 053 P/F-A-AUX	ST053PFAAX	22421	G04000	ST053	50.0%
SOUTH TIMBALIER 053 P/F-C (5)	ST053PFC5	23534	G04000	ST053	50.0%
SOUTH TIMBALIER 053 P/F-I	ST053PFI	22512	G04000	ST053	50.0%
WEST DELTA 068 P/F-U	WD68UPLT	29935	00180	WD068	25.0%
WEST DELTA 070 P/F-D	WD070PFD	20015	00182	WD070	25.0%
WEST DELTA 070 P/F-I	WD070PFI	21805	00182	WD070	25.0%
WEST DELTA 070 P/F-L	WD070PFL	21805	00182	WD070	25.0%
WEST DELTA 070 P/F-FF	WD070PFFF	2035	00182	WD070	25.0%
WEST DELTA 071 P/F-E	WD71EPLT	20047	00838	WD071	25.0%
WEST DELTA 071 P/F-O	WD071OPLT	20510	00838	WD071	25.0%
WEST DELTA 094 P/F-V	WD094PFV	20036	00839	WD094	25.0%

Asset Name	FWE Acct. Code	Complex ID	Lease Number	Area/Block	WI
WEST DELTA 095 P/F-S	WD095PFS	21270	G01497	WD095	25.0%
WEST DELTA 095 P/F-X	WD095PFX	21270	G01497	WD095	25.0%
Asset Name	FWE Acct. Code	Complex ID	RUE Number	Area/Block	WI
[SOUTH MARSH ISLAND 132 P/F B		21982	G30329	SM 132	50%]
SOUTH TIMBALIER 68 CAISS. #1	ST681CAS	24108	G30267	ST 68	20.334%

### Facilities

Name	State	Parish	Seller	Legal Description	Associated Assets
GRAND ISLE TANK BAT	Louisiana	Jefferson	FEO	PART OF ORIG LOT 8 SEC 32 T21S R25E CONTAINS 0.5286 ACRES as further described in COB 1054/Pg 851, COB 2913/Pg 442, COB 3036/Pg 728, COB 3046/Pg 80, COB 3082/Pg 294, COB 3171/Pg 69 and COB 3171/Pg 70 of the conveyance records of Jefferson Parish, Louisiana	the Co-Owned Leases in the Grand Isle unit and in the Grand Isle/West Delta unit

## **Part 2. Other Platforms and Facilities**

### Platforms

Asset Name	FWE Acct. Code	Complex ID	Lease Number	Area/Block	WI
BRETON SOUND 025 P/F-A	BS025CAS	2532	G31442	BS025	25.0%
BRETON SOUND 052 P/F-A	BS052PFA		SL-LA 17860	BS052	50.0%
BRETON SOUND 053 P/F-CF	BS053PFCF		Onshore	BS053	50.0%
GREEN CANYON 065 P/F-A	GC065PFA	23552	G05889	GC065	49.0%
HIGH ISLAND 030 P/F-L	HI030PFL		SL-TX 11408	HI030	100.0%
SHIP SHOAL 079 P/F-A	SS079PFA	913	G15277	SS079	100.0%
SHIP SHOAL 301 P/F-A	SS301PFA	32027	G10794	SS301	100.0%
SOUTH TIMBALIER 308 P/F-A	ST308APLT	1500	G21685	ST308	100.0%
VERMILION 078 P/F-A	VR78APLT	23674	G04421	VR078	100.0%
VERMILION 229 P/F-A	VR229PFA	2261	G27070	VR229	50.0%
VERMILION 362 P/F-B	VR362PFB	27064	G10687	VR362	100.0%
VERMILION 371 P/F-A	VR371PFA	27021	G09524	VR371	100.0%
Asset Name	FWE Acct. Code	Complex ID	RUE Number	Area/Block	WI
SOUTH MARSH ISLAND 40 P/F B	SM040PSB	1266	G13607	SM 40	100%
SOUTH MARSH ISLAND 40 P/F JA	SM040PFJA	27017	G13607	SM 40	100%
SHIP SHOAL 80 P/F A	SS080PFA	23548	G30201	SM 40	100%

**Facilities**

Name	State	County/Parish	Seller	Legal Description	Associated Assets
FIELDWOOD NORTH CARENCRO	Louisiana	Lafayette	Fieldwood	TR 2A-1 SEC 71 T8S R4E (2.508 AC)(236.95X461) PART TR 2A SEC 71 T8S R4E (20X647.77X203.61X31.81X236.08X461), all as further described in that Act of Cash Sale recorded at File No. 2013-42702 of the conveyance records of Lafayette Parish, Louisiana	Warehouse for P&A
EAGLE POINT	Texas	Galveston	Fieldwood Onshore		
SAN LEON PROD FACILITY	Texas	Galveston	Fieldwood Onshore	Blocks 138/139 out of the San Leon Townsite & Subdivision out of the Amos Edwards Survey A-10	ST-TX 24318 ST-TX 185633 ST-TX 234082 ST-TX 255675

[End of Exhibit D]

**Exhibit D-1**  
**Inventory**

[Attached]

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	Wt%	Net Value
North Warehouse	Fieldwood	54401		WH/B42/S1	LINER: PWR CYL		EA		1	3,975.83	100.0%	3,975.83
North Warehouse	Fieldwood	54402		WH/B42/FLR	PSTN/ROD ASSY: 10-1/2", GMWA,		EA		1	15,303.69	100.0%	15,303.69
North Warehouse	Fieldwood	54403		WH/B42/FLR	PSTN/ROD ASSY: 28", GMWA, ROD		EA		1	21,498.05	100.0%	21,498.05
North Warehouse	Fieldwood	54406		WH/B42/S1	PSTN: 18", PISTON, GMVC 1ST STGE		EA		1	19,676.18	100.0%	19,676.18
North Warehouse	Fieldwood	54407		B3/B3/S2	LINER: 2ND STGE CYL		EA		1	2,542.05	100.0%	2,542.05
North Warehouse	Fieldwood	54408		WH/B41/S2	LINER: GMVC 1ST STGE		EA		1	2,186.24	100.0%	2,186.24
North Warehouse	Fieldwood	54409		WH/B37/FL	HD: 2ND STGE CRNKEND		EA		1	4,372.48	100.0%	4,372.48
North Warehouse	Fieldwood	54411		WH/SE Wall/FLR	CRNKSHFT: GMVA/GMVC- 12		EA		1	82,650.64	100.0%	82,650.64
North Warehouse	Fieldwood	54412		WH/SE Wall/FLR	CRNKSHFT: GMVA/GMVC- 12		EA		2	81,082.47	100.0%	81,082.47
North Warehouse	Fieldwood	54419		B3/B3/S2	PMP: GMVA LUBE OIL		EA		1	5,829.98	100.0%	5,829.98
North Warehouse	Fieldwood	54420		WH/FL	CRSSHD ASSY: GMVA/VC/VH		EA		1	6,095.65	100.0%	6,095.65
North Warehouse	Fieldwood	54421		WH/B41/FL	CRSSHD ASSY: GMVA/VC/VH		EA		1	6,095.65	100.0%	6,095.65
North Warehouse	Fieldwood	54422		WH/FL	CRSSHD ASSY: GMVA/VC/VH		EA		1	7,703.92	100.0%	7,703.92
North Warehouse	Fieldwood	54445		B3/B3/S2	GEAR: GMVC BLOWER DRV		EA		1	3,352.24	100.0%	3,352.24
North Warehouse	Fieldwood	54447		WH/B42/FLR	PSTN/ROD ASSY: 18", 1ST STGE		EA		1	14,956.39	100.0%	14,956.39
North Warehouse	Fieldwood	54448		WH/B42/S1	LINER: 18", 1ST STGE COMPRSSR		EA		1	1,967.62	100.0%	1,967.62
North Warehouse	Fieldwood	54449		WH/B42/S1	LINER: 15", 2ND STGE COMPRSSR		EA		1	1,785.43	100.0%	1,785.43
North Warehouse	Fieldwood	54450		WH/B41/S2	LINER: 9-3/4", 3RD STGE COMPRSSR		EA		1	1,909.90	100.0%	1,909.90
North Warehouse	Fieldwood	54452		B3/B1/S1	GEAR: GMV3-FB, PARTCO BLOWER W/HUB		EA		1	16,032.44	100.0%	16,032.44
North Warehouse	Fieldwood	54456		WH/B42/FLR	PSTN/ROD ASSY: 9-3/4", 3RD STGE		EA		1	2,399.73	100.0%	2,399.73
North Warehouse	Fieldwood	54457		WH/B43/S1	PSTN/ROD ASSY: 9-5/8", GMWA,		EA		1	16,032.44	100.0%	16,032.44
North Warehouse	Fieldwood	54458		WH/B43/FLR	PSTN/ROD ASSY: 17-1/4", GMVA-8 1ST S TGE		EA		1	18,636.17	100.0%	18,636.17
North Warehouse	Fieldwood	54460		B3/B2/FLR	ROD: ALL GMV PWR PISTON		EA		2	1,821.87	100.0%	1,821.87
North Warehouse	Fieldwood	54468		B3/B2/S3	PMP: GMVA H2O W/GSKTS		EA		1	13,481.83	100.0%	13,481.83
North Warehouse	Fieldwood	54469		WH/B41/FLR	CRSSHD ASSY: GMVA/VC/VH		EA		1	13,051.81	100.0%	13,051.81
North Warehouse	Fieldwood	54480		WH/B43/FLR	PSTN/ ROD ASSY: 16-1/4", 2ND STGE,		EA		1	18,408.45	100.0%	18,408.45
North Warehouse	Fieldwood	54481		Bay3/N Wall/FLR	PSTN/ROD ASSY: GMWE PWR,FITS GMWE-12		EA		1	3,223.36	100.0%	3,223.36
North Warehouse	Fieldwood	54486		WH/B43/FLR	PSTN/ROD ASSY: GMWA		EA		1	21,945.24	100.0%	21,945.24
North Warehouse	Fieldwood	56001		WH/B41/S1	BEARING: TLA COMPRSSR RD, BEARING		EA		5	725.83	100.0%	725.83
North Warehouse	Fieldwood	56002		WH/B41/S1	BEARING: TLA MAIN		EA		7	635.76	100.0%	635.76



Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	Wt%	Net Value
North Warehouse	Fieldwood	56633		B3/B5/S3	KT: RPR CYL, TLA PWR		EA		5	725.10	100.0%	725.10
North Warehouse	Fieldwood	56644		B3/B4/S2	SPRCKT: TLA CRNKSHT		EA		1	6,085.04	100.0%	6,085.04
North Warehouse	Fieldwood	56645		B3/B4/S3	SPRCKT: TLA		EA		1	3,377.74	100.0%	3,377.74
North Warehouse	Fieldwood	56646		B3/B3/S2	SPRCKT: HYD PUMP & DRV		EA		1	2,135.23	100.0%	2,135.23
North Warehouse	Fieldwood	56648		WH/B41/S1	LINE: CYL, TLA 2ND STG		EA		1	7,817.91	100.0%	7,817.91
North Warehouse	Fieldwood	56653		WH/B43/S2, TOP IN BACK	PSTN: TLA 2ND STGE		EA		1	20,689.57	100.0%	20,689.57
North Warehouse	Fieldwood	56654		WH/B44/S1	PSTN: TLA 1ST STGE		EA		1	22,170.79	100.0%	22,170.79
North Warehouse	Fieldwood	56657		B3/B4/FLR	PMP: SHFT, TLA IDLER		EA		1	1,136.85	100.0%	1,136.85
North Warehouse	Fieldwood	56658		B3/B4/S3	PMP: SHFT, TLA DRIVE		EA		1	3,188.27	100.0%	3,188.27
North Warehouse	Fieldwood	56659		B3/B4/S3	PMP: SHFT, TLA WATER PUMP		EA		1	1,789.07	100.0%	1,789.07
North Warehouse	Fieldwood	56663		WH/B41/S2	SHOE: TLA TPE XHD SLIPPER		EA		1	2,514.18	100.0%	2,514.18
North Warehouse	Fieldwood	56695		B3/B4/FLR	NUT: TLA CONNECTING ROD		EA		4	397.17	100.0%	397.17
North Warehouse	Fieldwood	56744		B3/B4/FLR	GEAR: TLA BULL TIMING CNTRL		EA		1	1,898.39	100.0%	1,898.39
North Warehouse	Fieldwood	56746		B3/B4/S3	GEAR: TLA OIL PUMP		EA		2	3,800.42	100.0%	3,800.42
North Warehouse	Fieldwood	56771		B3/B4/FLR	LABYRINTH: TLA TURBINE		EA		1	1,745.35	100.0%	1,745.35
North Warehouse	Fieldwood	56772		B3/B4/FLR	LABYRINTH: TLA		EA		2	626.73	100.0%	626.73
North Warehouse	Fieldwood	56779		B3/B4/FLR	CARRIER: TLA BULL GEAR		EA		3	1,286.24	100.0%	1,286.24
North Warehouse	Fieldwood	56780		B3/B4/FLR	CARRIER: TLA IDLER GEAR		EA		3	1,187.86	100.0%	1,187.86
North Warehouse	Fieldwood	56782		B3/B4/FLR	LINKAGE: TLA LWR/CNTRL		EA		2	1,435.63	100.0%	1,435.63
North Warehouse	Fieldwood	56788		B3/B4/FLR	SHFT COMPRSSR: TLA TIMER DR		EA		2	739.68	100.0%	739.68
North Warehouse	Fieldwood	56799		B3/B4/S3	VLV: TLA FUEL		EA		6	2,288.27	100.0%	2,288.27
North Warehouse	Fieldwood	56800		B3/B5/S3	SPRCKT: TLA CRNKSHT		EA		1	6,512.01	100.0%	6,512.01
North Warehouse	Fieldwood	56802		WH/B44/S2	PSTN/ROD ASSY: TLA MATL NO DRAW TYP E		EA		1	9,300.03	100.0%	9,300.03
North Warehouse	Fieldwood	56806		B3/B6/S1	ROD: TLA W/LCKNG STDDS & PN SZ W/RD CAP		EA		1	24,799.27	100.0%	24,799.27
North Warehouse	Fieldwood	56808		B3/B3/S2	WHEEL: TLA TRBN		EA		1	23,760.81	100.0%	23,760.81
North Warehouse	Fieldwood	56809		WH/B30/S1	SCRN ASSY: TLA DWG		EA		1	3,917.02	100.0%	3,917.02
North Warehouse	Fieldwood	56810		B3/B4/S3	JT: EXPNSN, TLA		EA		2	1,435.63	100.0%	1,435.63
North Warehouse	Fieldwood	56811		B3/B1/S2	JT: EXPNSN, TLA EXHAUST		EA		1	980.17	100.0%	980.17
North Warehouse	Fieldwood	56815		B3/B10/S2	INTCLR ASSY: TLA SCAV AIR		EA		6	4,339.69	100.0%	4,339.69
North Warehouse	Fieldwood	56816		B3/B4/FLR	NUT: TLA ROD ALL STGS		EA		1	1,012.96	100.0%	1,012.96
North Warehouse	Fieldwood	56817		B3/B4/S3	RING: TLA TURB NZZLE		EA		2	8,435.25	100.0%	8,435.25
North Warehouse	Fieldwood	58585		WH/SE Wall/FLR	CRNKSHT		EA		1	15,303.69	100.0%	15,303.69
North Warehouse	Fieldwood	59286		WH/B43/S1	PSTN/ROD ASSY: 9-3/4", GMV, W/ 3" ROD		EA		1	12,227.14	100.0%	12,227.14
North Warehouse	Fieldwood	71926		Bay3/N Wall/FLR	STDDS: STEP, CYL. W/ NUTS 4 SUCT		EA		24	72.87	100.0%	72.87
North Warehouse	Fieldwood	71936		B2/B1/S2	CYL: HYD, I/BRD, UNRPRD		EA		1	1,020.25	100.0%	1,020.25
North Warehouse	Fieldwood	71937		B2/B1/S2	CYL, HYD, I/BRD, UNRPRD		EA		1	1,020.25	100.0%	1,020.25

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North Warehouse	Fieldwood	71939		B2/B4/IS	CYL: COMPRSSR, 8", W/ ALL HD STDDS & NTS		EA		1	6,558.73	100.0%	6,558.73
North Warehouse	Fieldwood	71948		B2/B5/S1	VLV CHR: UNRPR'D		EA		8	153.04	100.0%	153.04
North Warehouse	Fieldwood	71952		B2/B1/S2	CYL: CMRPRSSR, 8", W/ IB HEAD & P. GLND		EA		1	3,497.99	100.0%	3,497.99
North Warehouse	Fieldwood	71955		B2/B4/S1	PSTN: COMP, C.I., W/2 STEEL DONUTS		EA		1	1,311.75	100.0%	1,311.75
North Warehouse	Fieldwood	71971		B2/B1/S2	PSTN/ ROD ASSY: X 2", NO RINGS, TUNGSTEN		EA		1	1,289.88	100.0%	1,289.88
North Warehouse	Fieldwood	71975		B2/B1/S2	CRSSH: GUIDE, WBF-74, BORE		EA		1	3,279.36	100.0%	3,279.36
North Warehouse	Fieldwood	71977		B2/B1/S2	DIST PC: WBF-74, NEW OEM 14" CYL		EA		1	2,040.49	100.0%	2,040.49
North Warehouse	Fieldwood	71980		WH/B29/S1	FAN ASSY: 7 BLADE 132" DIA AIR-X-CHANGER		EA		1	2,186.24	100.0%	2,186.24
North Warehouse	Fieldwood	71983		WH/B29/S1	FAN BLDES: FIBERGLASS 62" L X 11-1/4" W		EA		6	364.37	100.0%	364.37
North Warehouse	Fieldwood	72001		WH/B8/S2	PMP ASSY: LUBE, MVS, W/ ATMOS IND. &		EA		1	2,186.24	100.0%	2,186.24
North Warehouse	Fieldwood	72002		WH/B8/S2	PMP ASSY: LUBE, MVS, W/ ATMOS IND. &		EA		1	2,186.24	100.0%	2,186.24
North Warehouse	Fieldwood	72013		WH/B8/FLR	HD: CYL, PWR, RECOND		EA		2	1,311.75	100.0%	1,311.75
North Warehouse	Fieldwood	72025		WH/B38/S1	MANIFOLD: INTAKE		EA		2	728.75	100.0%	728.75
North Warehouse	Fieldwood	72027		WH/B36/S1	MANIFOLD: EXHST, P9390, SECTIONS		EA		3	655.87	100.0%	655.87
North Warehouse	Fieldwood	72037		WH/B6/S2	ROD: CONN, P9390, US'D		EA		16	510.12	100.0%	510.12
North Warehouse	Fieldwood	81982		B3/B2/FLR	ROD: ARTIC'LD, GMVC		EA		1	1,366.40	100.0%	1,366.40
North Warehouse	Fieldwood	81984		B3/B4/S3	SPRCKT: TLA SGL SPLIT		EA		1	6,635.24	100.0%	6,635.24
North Warehouse	Fieldwood	81985		B3/B4/FLR	SPRCKT: TLA IDLER W/PUMP		EA		1	1,923.89	100.0%	1,923.89
North Warehouse	Fieldwood	81987		WH/B41/S2	SHOE: GMVC XHD		EA		1	1,689.76	100.0%	1,689.76
North Warehouse	Fieldwood	89087		WH/B43/S1	PSTN/ROD ASSY: SZ 28" US'D C7120-3A 3172		EA		1	9,838.09	100.0%	9,838.09
North Warehouse	Fieldwood	96073		WH/B8/S2	PMP, HYD: 5.2gpm		EA		1	9,793.64	100.0%	9,793.64
North Warehouse	Fieldwood	96074		WH/B8/S2	PMP, HYD: 1.9gpm		EA		1	9,793.64	100.0%	9,793.64
North Warehouse	Fieldwood	112605		B3/B8/FLR	KT: RPR VRA		EA		3	852.63	100.0%	852.63
North Warehouse	Fieldwood	112606		B3/B10/S1	VLV		EA		3	1,093.12	100.0%	1,093.12
North Warehouse	Fieldwood	112608		B3/B10/S1	VLV		EA		6	655.87	100.0%	655.87
North Warehouse	Fieldwood	197167		WH/B25/S2	TRBCHGR: VTC254 BBC W/MNTNG GSKT		EA		1	33,066.91	100.0%	33,066.91
North Warehouse	Fieldwood	200368		WH/B30/FLR	ROTOR ASSY, DEEPWELL PUMP		EA		1	7,651.85	100.0%	7,651.85
North Warehouse	Fieldwood	200371		B2/B10/FLR	CYL: WRTHGTN SIZE 9- 1/4"		EA		1	10,931.21	100.0%	10,931.21
North Warehouse	Fieldwood	200372		B2/B11/FLR	CYL: WRTHGTN, SIZE 7"		EA		1	8,744.97	100.0%	8,744.97
North Warehouse	Fieldwood	200379		B2/B11/FLR	CYL: WRTHGTN SIZE 7.007		EA		1	9,838.09	100.0%	9,838.09
North Warehouse	Fieldwood	200380		WH/B5/S2	IMPELLER: TURBINE		EA		1	16,560.78	100.0%	16,560.78
North Warehouse	Fieldwood	200381		WH/B5/S2	IMPELLER: 'C30' B STG, SOLAR		EA		1	17,289.53	100.0%	17,289.53
North Warehouse	Fieldwood	200387		WH/B11/S1	COMPR: AIR		EA		1	6,194.35	100.0%	6,194.35
North Warehouse	Fieldwood	200390		WH/B27/S2	GEAR: BX TYPE, 20GHS, RAT 1.262-1		EA		1	29,149.89	100.0%	29,149.89

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North Warehouse	Fieldwood	200400		WH/B5/S2	BEARING ASSY: C30 SLR GC DMPR SUCT		EA		1	21,060.80	100.0%	21,060.80
North Warehouse	Fieldwood	200401		WH/B5/S2	BEARING ASSY: C30 DIS SLR GC TILT PAD		EA		1	18,346.21	100.0%	18,346.21
North Warehouse	Fieldwood	200414		B2/B7/S1	CYL: 6, WRTHGTN COMPRSSR		EA		1	8,744.97	100.0%	8,744.97
North Warehouse	Fieldwood	200421		B2/B9/FLR	CYL: 15", COMPRSSR, NO STDDS F/VLV CAPS		EA		1	14,574.95	100.0%	14,574.95
North Warehouse	Fieldwood	200422		B2/B5/S1	CYL: 9", COMPRSSR #10674-E I/R -RDS		EA		1	10,931.21	100.0%	10,931.21
North Warehouse	Fieldwood	200423		B2/B11/S1	CYL: 11-1/4", COMPRSSR W/ 11.287 BORE		EA		1	13,117.45	100.0%	13,117.45
North Warehouse	Fieldwood	200424		B2/B5/S2	CYL: 5", COMPRSSR I/R-RDS		EA		1	9,327.97	100.0%	9,327.97
North Warehouse	Fieldwood	200426		WH/B20/S1	TURBINE		EA		1	3,643.74	100.0%	3,643.74
North Warehouse	Fieldwood	202849		YD/R4	HEAT EXCHNGR		EA		1	22,226.79	100.0%	22,226.79
North Warehouse	Fieldwood	202850		WH/B38/FLR	PMP: CMSD 4X6X10.5		EA		1	65,000.00	100.0%	65,000.00
North Warehouse	Fieldwood	202854		Bay 6	COMPR: PKG		EA		1	22,117.48	100.0%	22,117.48
North Warehouse	Fieldwood	202876		YD/R4	ENG: NG 399		EA		1	-	100.0%	-
North Warehouse	Fieldwood	227188		B3/B6/S1	CYL: CPR GMWA-9-1A PWR CYLINDERS		EA		1	7,651.85	100.0%	7,651.85
North Warehouse	Fieldwood	228011		Bay 2	PSTN/ROD ASSY: 29-1/2", CPR F/ V250 COM		EA		1	-	100.0%	-
North Warehouse	Fieldwood	228012		B2/B2/S1	PSTN ROD: I/R RDS 2.125 IN CRBDE CTD		EA		1	2,379.02	100.0%	2,379.02
North Warehouse	Fieldwood	229324		WH/B44/S1	PSTN/ROD ASSY: TLA COMPRSSR		EA		1	4,733.25	100.0%	4,733.25
North Warehouse	Fieldwood	233282		Linear Controls	ENG:NG,235hp,1200rpm		EA		1	26,909.80	100.0%	26,909.80
North Warehouse	Fieldwood	233305		B1/Floor	ENG:DIESEL,318hp,8,210 0rpm		EA		1	13,481.83	100.0%	13,481.83
North Warehouse	Fieldwood	233453		Yard/Row 3	GEN:DIESEL,30kW,208/48 0V,AC,1800rpm, 3ph		EA		1	9,291.53	100.0%	9,291.53
North Warehouse	Fieldwood	241167		B2/B6/FLR	CYL: 28", VRA CLRK COMPRSSR		EA		1	3,079.21	100.0%	3,079.21
North Warehouse	Fieldwood	241168		B2/B7/FLR	CYL: 17", VRA CLRK COMPRSSR		EA		1	2,309.41	100.0%	2,309.41
North Warehouse	Fieldwood	241169		B2/B2/FLR	CYL: 9, VRA CLRK COMPRSSR		EA		1	1,539.61	100.0%	1,539.61
North Warehouse	Fieldwood	241173		WH/B44/FL	PSTN/ROD ASSY: VRA CLRK COMPRSSR		EA		1	1,539.61	100.0%	1,539.61
North Warehouse	Fieldwood	241179		WH/B1/Floor	HD: VRA CLRK O/BRD UNLDR		EA		1	3,849.02	100.0%	3,849.02
North Warehouse	Fieldwood	241181		B10K/B36/S1	VLV CHR: VRA CLRK VLV CHR F/13"		EA		12	173.21	100.0%	173.21
North Warehouse	Fieldwood	241182		B3/B10,11,12/FLR	PSTN: VRA CLRK PWR		EA		6	2,169.33	100.0%	2,169.33
North Warehouse	Fieldwood	241185		B3/B9/S1	ROD: VRA CLRK ART CONN		EA		1	11,708.19	100.0%	11,708.19
North Warehouse	Fieldwood	241189		B3/B10/S3	PIN: WRIST, VRA CLRK PWR PISTON		EA		4	1,255.26	100.0%	1,255.26
North Warehouse	Fieldwood	241191		B3/B8/S1	TENSIONER: VRA CLRK CHAIN		EA		2	1,196.78	100.0%	1,196.78
North Warehouse	Fieldwood	241202		B3/B2/S2	GVRNR: GMVC-12		EA		1	8,409.66	100.0%	8,409.66
North Warehouse	Fieldwood	241203		B3/B1/FLR	JUMPER: H2O, GMVC-12 HD TO CYL		EA		12	148.50	100.0%	148.50
North Warehouse	Fieldwood	241205		B3/B3/S2	JUMPER: H2O, GMVC-12 CYL TO RAIL		EA		6	111.47	100.0%	111.47

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North Warehouse	Fieldwood	241216		B3/B3/S3	EXHST: ELBOW, GMVC-12, GMVA-34-2C		EA		4	857.27	100.0%	857.27
North Warehouse	Fieldwood	251608		B2/Yard	ENG		EA		1	-	100.0%	-
North Warehouse	Fieldwood	252667		B2/B5/S2	CYL: 6", WHT SUPR COMPRESSR CMLPT		EA		1	4,862.67	100.0%	4,862.67
North Warehouse	Fieldwood	323171		WH/B41/S1	PSTN: RING FOR 23.00" PISTON		EA		2	238.14	100.0%	238.14
North Warehouse	Fieldwood	323172		WH/B41/S1	PSTN: RING FOR 16.50" PISTON		EA		2	223.27	100.0%	223.27
North Warehouse	Fieldwood	323173		WH/B41/S1	PSTN: RING FOR 10.50" PISTON		EA		3	139.85	100.0%	139.85
North Warehouse	Fieldwood	326861		WH/B41/FLR	PSTN: 10.50", PART #579-062-001		EA		1	6,451.03	100.0%	6,451.03
North Warehouse	Fieldwood	326862		WH/B44/FLR	PSTN: ROD FOR 10.50", PISTON		EA		1	3,373.74	100.0%	3,373.74
North Warehouse	Fieldwood	326863		WH/B44/FLR	PSTN: ROD FOR 23.00", PISTON		EA		1	3,373.74	100.0%	3,373.74
North Warehouse	Fieldwood	326864		WH/B44/FLR	PSTN: ROD FOR 16.50", PISTON		EA		1	3,373.74	100.0%	3,373.74
North Warehouse	Fieldwood	328243		WH/B41/FLR	PSTN: 16.50", PART #579-082-201		EA		1	18,426.94	100.0%	18,426.94
North Warehouse	Fieldwood	329558		Linear Controls	ENG:NG,423hp,12,7in,H2 0,900rpm		EA		1	84,000.00	100.0%	84,000.00
North Warehouse	Fieldwood	333387		WH/B41/FLR	PSTN: 23.00", PART #579-303-201		EA		1	33,442.43	100.0%	33,442.43
North Warehouse	Fieldwood	348619		B1/B1/S1	MTR,ELEC:TEFC,3600rpm,150hp,44SLP		EA		1	7,220.06	100.0%	7,220.06
North Warehouse	Fieldwood	370132		Linear Controls	ENG:NG,85-220hp,1905in3,6,7IN		EA		1	60,750.95	100.0%	60,750.95
North Warehouse	Fieldwood	500133		Fluid Crane	SUMP TANK,4'WX10'LX4'H,ATM OS,EXT,16" PFLA		EA		1	26,250.00	100.0%	26,250.00
LAF-Southpark	Halliburton	ZCUSSH101603791		P7010	TECHHOLD PKR,7,32-35,3.880	SHELL TROIKA GC 200 TA-3	EA		1	5,135.00	100.0%	5,135.00
LAF-Southpark	Halliburton	ZCUSSH101398678		C019	COMB CPLG,3 1/2-12 UN-2B X 3 1/2 API-NU	SHELL TROIKA GC 200	EA		1	826.00	100.0%	826.00
LAF-Southpark	Halliburton	ZCUSSH101522287		C585	LOC,NO-GO,3 1/2-9.20 VARST1 X 3 1/2-12	SHELL TROIKA GC 200	EA		1	914.85	100.0%	914.85
LAF-Southpark	Halliburton	ZCUSSH101522287		C585	LOC,NO-GO,3 1/2-9.20 VARST1 X 3 1/2-12	SHELL TROIKA GC 200	EA		1	914.85	100.0%	914.85
LAF-Southpark	Halliburton	ZCUSSH101522287		C500	LOC,NO-GO,3 1/2-9.20 VARST1 X 3 1/2-12	SHELL TROIKA GC 200	EA		1	914.85	100.0%	914.85
LAF-Southpark	Halliburton	ZCUSSH101603543		C010	SUB,BOT,MGP,5 1/2-10 UNS-2A X 5 1/4-10	SHELL TROIKA GC 200	EA		1	917.92	100.0%	917.92
LAF-Southpark	Halliburton	ZCUSSH101603791		P048	TECHHOLD PKR,7,32-35,3.880	SHELL TROIKA GC 200	EA		1	4,022.68	100.0%	4,022.68
LAF-Southpark	Halliburton	ZCUSSH101603791		C585	TECHHOLD PKR,7,32-35,3.880	SHELL TROIKA GC 200	EA		1	4,022.68	100.0%	4,022.68
LAF-Southpark	Halliburton	ZCUSSH101603791		C585	TECHHOLD PKR,7,32-35,3.880	SHELL TROIKA GC 200	EA		1	4,022.68	100.0%	4,022.68
LAF-Southpark	Halliburton	ZCUSSH101603791		P7010	TECHHOLD PKR,7,32-35,3.880	SHELL TROIKA GC 200	EA		1	4,022.68	100.0%	4,022.68
LAF-Southpark	Halliburton	ZCUSSH101652773		C5006	LN,2.750,S13CR,3 1/2-9.2 VARST1,B-P	SHELL TROIKA GC 200	EA		1	728.83	100.0%	728.83
LAF-Southpark	Halliburton	ZCUSSH101858738		C5011	PKR,7,32-35,4 1/2-4 AC-2G-LH .SCB	SHELL TROIKA GC 200	EA		1	6,494.54	100.0%	6,494.54
LAF-Southpark	Halliburton	ZCUSSH101939766		C585	LOC,NO-GO,4-13.20 VARST1 X 3 1/2-12 UN-2	SHELL TROIKA GC 200	EA		1	793.54	100.0%	793.54

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LAF-Southpark	Halliburton	ZCUSSH101939766		C585	LOC,NO-GO,4-13.20 VARST1 X 3 1/2-12 UN-2	SHELL TROIKA GC 200	EA		1	793.54	100.0%	793.54
LAF-Southpark	Halliburton	ZCUSSH100008579		C028	GID,TUBE,WD,5 3/8-10 UNS,7,32-38 X 4.00	SHELL TROIKA GC 200	EA		1	493.00	100.0%	493.00
LAF-Southpark	Halliburton	ZCUSSH101252847		C002	MDRL,NWD,4 1/2-12 UN- 2A X 4 1/2 API-LC,7	SHELL TROIKA GC 200	EA		1	889.00	100.0%	889.00
LAF-Southpark	Halliburton	ZCUSSH101290361		C027	MULE SHOE GID,3 1/2-12 UN BOX	SHELL TROIKA GC 200	EA		1	268.00	100.0%	268.00
LAF-Southpark	Halliburton	ZCUSSH101346768		C358	CLO SLV ASSY,MPT,5 1/4- 10 UNS X 5-18	SHELL TROIKA GC 200	EA		1	2,643.00	100.0%	2,643.00
LAF-Southpark	Halliburton	ZCUSSH101346768		P11	CLO SLV ASSY,MPT,5 1/4- 10 UNS X 5-18	SHELL TROIKA GC 200	EA		1	2,643.00	100.0%	2,643.00
LAF-Southpark	Halliburton	ZCUSSH101555004		C358	REDCG ADPTR,2 1/4 OTIS- ST X 2 3/8-4.60	SHELL TROIKA GC 200	EA		1	415.00	100.0%	415.00
LAF-Southpark	Halliburton	ZCUSSH101555004		C358	REDCG ADPTR,2 1/4 OTIS- ST X 2 3/8-4.60	SHELL TROIKA GC 200	EA		1	415.00	100.0%	415.00
LAF-Southpark	Halliburton	ZCUSSH101555547		C046	SEAL ASSY,2.650 X 2 1/4 OTIS-ST	SHELL TROIKA GC 200	EA		16	468.79	100.0%	468.79
LAF-Southpark	Halliburton	ZCUSSH101575482		C358	REDCG ADPTR,2 3/8-4.60 TSH 511 X 2 1/4	SHELL TROIKA GC 200	EA		1	461.00	100.0%	461.00
LAF-Southpark	Halliburton	ZCUSSH101575482		C358	REDCG ADPTR,2 3/8-4.60 TSH 511 X 2 1/4	SHELL TROIKA GC 200	EA		1	461.00	100.0%	461.00
LAF-Southpark	Halliburton	ZCUSSH323456		C5002	SEAL UNIT EXT,3 1/2-12 UN,B-P,3.88	SHELL TROIKA GC 200	EA		1	813.00	100.0%	813.00
LAF-Southpark	Halliburton	ZCUSSH101944453		C5006	COL SHFT TL,B51,2.770,41XX LAS	SHELL TROIKA GC 200	EA		4	1,532.00	100.0%	1,532.00
LAF-Southpark	Halliburton	ZCUSSH102004784		P11	TRV JT,3 1/2-9.20 VARST1 B-P	SHELL TROIKA GC 200	EA		1	148.00	100.0%	148.00
LAF-Southpark	Halliburton	ZCUSSH102127370		C7012	FLDLOSS DVC,FS2- L,5.470,2.770,,SCB	SHELL TROIKA GC 200	EA		1	16,617.00	100.0%	16,617.00
LAF-Southpark	Halliburton	ZCUSSH102132850		C5006	SEAL ASSY,3.880 X 3 1/2- 12 UN,MLD AFLAS	SHELL TROIKA GC 200	EA		5	595.00	100.0%	595.00
LAF-Southpark	Halliburton	ZCUSSH102138028		C5006	PERF COL LOCTR,4.000 X 2 7/8 API-EU	SHELL TROIKA GC 200	EA		1	2,758.00	100.0%	2,758.00
LAF-Southpark	Halliburton	ZCUSSH102138040		C5006	MULESHOE GDE,3 1/4-8 UN-2B,BOX,WITH BAF	SHELL TROIKA GC 200	EA		1	374.23	100.0%	374.23
LAF-Southpark	Halliburton	ZCUSSH102154734		C5006	SHR JT ASSY,3 1/2-9.20 VARST1,B-P	SHELL TROIKA GC 200	EA		3	162.00	100.0%	162.00
LAF-Southpark	Halliburton	ZCUSSH102004784		B5-R1-RW4	TRV JT,3 1/2-9.20 VARST1 B-P	SHELL TROIKA GC 200	EA		1	162.00	100.0%	162.00
LAF-Southpark	Halliburton	ZCUSSH102004784		B5-R2-RW4	TRV JT,3 1/2-9.20 VARST1 B-P	SHELL TROIKA GC 200	EA		1	162.00	100.0%	162.00
LAF-Southpark	Halliburton	ZCUSSH102127370		C7011	FLDLOSS DVC,FS2- L,5.470,2.770,,SCB	SHELL TROIKA GC 200	EA		1	16,617.00	100.0%	16,617.00
LAF-Southpark	Halliburton	ZCUSSH102134650		C5006	LOC,NO-GO,3 1/2-9.20 VARST1 X 3 1/2-12	SHELL TROIKA GC 200	EA		2	876.98	100.0%	876.98
GE - Broussard	GE - Broussard	H10004-2			SCREW,CAP,HEX COLLAR, 2.000- 8 X 9.000 LG,UN- 2A, LOW TEMPERATURE SERVICE	SHELL TROIKA GC 200	EA		24	697.00	100.0%	697.00
OES - Broussard	Offshore Energy Services	GP5241-1		HW-R4-L1-A06	3-WAY SHOOT AROUND(3.5" 9.20# AF913-110Y VARST-1 BOX / 5.5" 16.87# STL PIN / 3.5" 9.20# VARST-1 BOX 2FT)	SHELL TROIKA GC 200	EA		1	500.00	100.0%	500.00

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	WI%	Net Value
OES - Broussard	Offshore Energy Services	GP5241-2		HW-R4-L1-A06	3-WAY SHOOT AROUND(3.5" 9.20# AF913-110Y VARST-1 BOX / 5.5" 16.87# STL PIN / 3.5" 9.20# VARST-1 BOX 2FT)	SHELL TROIKA GC 2007	EA		1	500.00	100.0%	500.00
OES - Broussard	Offshore Energy Services	GP5235-6		HW-R1-L2-A02	COUPLING (3.5" 9.20# 13CRM110 VARST-1) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5233-1		HW-R1-L1-A17	CROSSOVER (5.5" 16.87# STL BOX / 3.5" 9.20# VARST-1 PIN AF913-110Y 2FT) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	500.00	100.0%	500.00
OES - Broussard	Offshore Energy Services	GP5233-2		HW-R1-L1-A17	CROSSOVER (5.5" 16.87# STL BOX / 3.5" 9.20# VARST-1 PIN AF913-110Y 2FT) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	500.00	100.0%	500.00
OES - Broussard	Offshore Energy Services	GP5239-2		HW-R4-L1-A06	PUP JOINT (3.5" 9.20# 13CRS110 VARST-1 PIN/PIN 4FT) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5239-3		HW-R4-L1-A06	PUP JOINT (3.5" 9.20# 13CRS110 VARST-1 PIN/PIN 4FT) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5239-4		HW-R4-L1-A06	PUP JOINT (3.5" 9.20# 13CRS110 VARST-1 PIN/PIN 4FT) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5240-1		HW-R4-L1-A06	PUP JOINT (5.5" 17# 13CR110Y HYPTP1 FOX K PIN/PIN 4FT) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5240-2		HW-R4-L1-A06	PUP JOINT (5.5" 17# 13CR110Y HYPTP1 FOX K PIN/PIN 4FT) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5036-1		HW-R3-L1-A15	CROSSOVER (3.5" 9.20# 13CRS110Y VARST-1 BOX/ 3.5" 9.20# TSH 511 BOX 2FT) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	500.00	100.0%	500.00
OES - Broussard	Offshore Energy Services	GP5036-2		HW-R3-L1-A15	CROSSOVER (3.5" 9.20# 13CRS110Y VARST-1 BOX/ 3.5" 9.20# TSH 511 BOX 2FT) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	500.00	100.0%	500.00
OES - Broussard	Offshore Energy Services	GP5037-1		HW-R3-L1-A15	CROSSOVER (5" 14.87# STL PIN AF913-110Y X 3.5" 9.20# VARST-1 PIN 2FT) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	500.00	100.0%	500.00
OES - Broussard	Offshore Energy Services	GP5037-2		HW-R3-L1-A15	CROSSOVER (5" 14.87# STL PIN AF913-110Y X 3.5" 9.20# VARST-1 PIN 2FT) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	500.00	100.0%	500.00
OES - Broussard	Offshore Energy Services	GP5035-1		HW-R1-L5-A04	PUP JOINT (3.5" 9.20# 13CRM110 VARST-1 PIN/PIN 2FT) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	45.00	100.0%	45.00



Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	WI%	Net Value
OES - Broussard	Offshore Energy Services	GP5035-2		HW-R1-L5-A04	PUP JOINT (3.5" 9.20# 13CRM110 VARST-1 PIN/PIN 2FT) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5035-3		HW-R1-L5-A04	PUP JOINT (3.5" 9.20# 13CRM110 VARST-1 PIN/PIN 2FT) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5035-4		HW-R1-L5-A04	PUP JOINT (3.5" 9.20# 13CRM110 VARST-1 PIN/PIN 2FT) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5035-5		HW-R1-L5-A04	PUP JOINT (3.5" 9.20# 13CRM110 VARST-1 PIN/PIN 2FT) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5035-6		HW-R1-L5-A04	PUP JOINT (3.5" 9.20# 13CRM110 VARST-1 PIN/PIN 2FT) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5035-7		HW-R1-L5-A04	PUP JOINT (3.5" 9.20# 13CRM110 VARST-1 PIN/PIN 2FT) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5035-8		HW-R1-L5-A04	PUP JOINT (3.5" 9.20# 13CRM110 VARST-1 PIN/PIN 2FT) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5035-9		HW-R1-L5-A04	PUP JOINT (3.5" 9.20# 13CRM110 VARST-1 PIN/PIN 2FT) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5019-1		HW-R3-L5-A10	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 20FT PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5019-2		HW-R3-L5-A10	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 20FT PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5019-3		HW-R3-L5-A10	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 20FT PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5019-4		HW-R3-L5-A10	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 20FT PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5030-3		HW-R3-L5-A10	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 12FT) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5030-4		HW-R3-L5-A10	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 12FT) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5030-5		HW-R3-L5-A10	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 12FT) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5030-6		HW-R3-L5-A10	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 12FT) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5040-1		HW-R2-L1-A13	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 6FT) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	45.00	100.0%	45.00

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	WI%	Net Value
OES - Broussard	Offshore Energy Services	GP5040-2		HW-R2-L1-A13	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 6FT) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5040-3		HW-R2-L1-A13	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 6FT) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5040-4		HW-R2-L1-A13	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 6FT) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5040-5		HW-R2-L1-A13	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 6FT) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5040-6		HW-R2-L1-A13	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 6FT) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5040-7		HW-R2-L1-A13	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 6FT) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5042-1		HW-R1-L3-A18	PUP JOINT (4.5" 15.10# 13CRM110Y VARST-1 PIN/PIN 10FT) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5048-1		HW-R2-L6-A06	PUP JOINT (4.5" 15.10# 13CRM110Y VARST-1 PIN/PIN 12FT) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5047-1		HW-R2-L6-A02	PUP JOINT (4.5" 15.10# 13CRM110Y VARST-1 PIN/PIN 14FT) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5038-1		HW-R3-L1-A15	PUP JOINT (4.5" 15.10# 13CRM110Y VARST-1 PIN/PIN 2FT) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5039-1		HW-R4-L1-A21	PUP JOINT (4.5" 15.10# 13CRM110Y VARST-1 PIN/PIN 4FT) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5039-2		HW-R4-L1-A21	PUP JOINT (4.5" 15.10# 13CRM110Y VARST-1 PIN/PIN 4FT) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5039-3		HW-R4-L1-A21	PUP JOINT (4.5" 15.10# 13CRM110Y VARST-1 PIN/PIN 4FT) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5045-1		HW-R2-L1-A13	PUP JOINT (4.5" 15.10# 13CRM110Y VARST-1 PIN/PIN 6FT) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5043-1		HW-R1-L3-A18	PUP JOINT (4.5" 15.10# 13CRM110Y VARST-1 PIN/PIN 8FT) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5063-1		HW-R4-L7-A17	RANGE 2 JOINT (3.5" 9.20# 13CR110Y MOD TSH 511 BOX/PIN) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5063-2		HW-R4-L7-A17	RANGE 2 JOINT (3.5" 9.20# 13CR110Y MOD TSH 511 BOX/PIN) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	82.00	100.0%	82.00

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OES - Broussard	Offshore Energy Services	GP5063-3		HW-R4-L7-A17	RANGE 2 JOINT (3.5" 9.20# 13CR110Y MOD TSH 511 BOX/PIN) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5063-4		HW-R4-L7-A17	RANGE 2 JOINT (3.5" 9.20# 13CR110Y MOD TSH 511 BOX/PIN) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5063-5		HW-R4-L7-A17	RANGE 2 JOINT (3.5" 9.20# 13CR110Y MOD TSH 511 BOX/PIN) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5063-6		HW-R4-L7-A17	RANGE 2 JOINT (3.5" 9.20# 13CR110Y MOD TSH 511 BOX/PIN) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5063-7		HW-R4-L7-A17	RANGE 2 JOINT (3.5" 9.20# 13CR110Y MOD TSH 511 BOX/PIN) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5063-8		HW-R4-L7-A17	RANGE 2 JOINT (3.5" 9.20# 13CR110Y MOD TSH 511 BOX/PIN) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5060-1		HW-R2-L2-A05	RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5060-10		HW-R2-L2-A05	RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5060-2		HW-R2-L2-A05	RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5060-3		HW-R2-L2-A05	RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5060-4		HW-R2-L2-A05	RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5060-5		HW-R2-L2-A05	RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5060-6		HW-R2-L2-A05	RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5060-7		HW-R2-L2-A05	RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 2007	EA		1	82.00	100.0%	82.00

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	Wt%	Net Value
OES - Broussard	Offshore Energy Services	GP5060-8		HW-R2-L2-A05	RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5060-9		HW-R2-L2-A05	RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5266-1		HW-R3-L5-A05	RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5266-2		HW-R3-L5-A05	RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	82.00	100.0%	82.00
Schiever	Weatherford	541R070SLI2Q12A002		(13) OUTSIDE 14 (7) OUTSIDE 16	SUB, CENTRALIZER ROT 7 541R Q125 VAM SLIJ-II 32.0 9.75 OD	SHELL TROIKA GC 200	EA		20	635.00	100.0%	635.00
Schiever	Weatherford	M212W70SLI2Q12A002		OUTSIDE 6	SHOE, GUIDE 7 M212W CONC CMPST Q125 VAM SLIJ-II 32.0	SHELL TROIKA GC 200	EA		2	471.18	100.0%	471.18
Schiever	Weatherford	M45AP70SLI2Q12A002		OUTSIDE 6	COLLAR, FLOAT 7 M49AP Q125 NR VAM SLIJ-II 32.0 2-4	SHELL TROIKA GC 200	EA		2	1,092.48	100.0%	1,092.48
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 61	1-48" X 15' X 230 WP L.P. Horizontal Separator (No Skid)	?	EA		1	4,850.00	100.0%	4,850.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 64	24" X 10' Vertical H.P. Separator w/Skid	Eugene Island Block#266-B	EA		1	1,770.00	100.0%	1,770.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 65	12" X 6' Vertical LP Fuel Gas Scrubber (No Skid)	?	EA		1	1,235.00	100.0%	1,235.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 66	12" X 6' Vertical LP Fuel Gas Scrubber w/Skid	South Marsh Island 11-N	EA		1	1,235.00	100.0%	1,235.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 70	1-120 Degree Boat Landing with 48" Plate Doublers	South Marsh Island 11	EA		1	820.00	100.0%	820.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 73	24" X 10' Vertical H.P. Separator w/Skid	?	EA		1	1,625.00	100.0%	1,625.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 74	30" X 10' Vertical LP Test Separator w/Skid	?	EA		1	1,895.00	100.0%	1,895.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 77	16" X 8' Vertical LP Separator (No Skid)	South Marsh Island 10	EA		1	1,455.00	100.0%	1,455.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 90	1-48" X 10' X 275 WP L.P. Horizontal Scrubber Vessel NO SKID	South Marsh Island Block# 48 E	EA		1	4,120.00	100.0%	4,120.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 96	1-Glycol Reboiler with Stack & Stihl Column	High Island Block# 467 A	EA		1	8,145.00	100.0%	8,145.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 100	48" X 10' X 275# W.P. Horizontal Water Skimmer with Skid	N/A	EA		1	4,175.00	100.0%	4,175.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 101	42" X 15' X 1440# W.P. Horizontal 3-Phase Separator "No Skid"	N/A	EA		1	3,895.00	100.0%	3,895.00

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	WI%	Net Value
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 102	42" X 12' 6" X 125# W.P. Horizontal Skimmer with Skid	N/A	EA		1	3,215.00	100.0%	3,215.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 103	20" X 7' 6" X 275 W.P. Vertical Separator with Skid	N/A	EA		1	1,210.00	100.0%	1,210.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 104	30" X 10' X 1480 W.P. Horizontal Separator with Skid	N/A	EA		1	2,150.00	100.0%	2,150.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 105	One Dual Meter Run Skid with Pig Traps	N/A	EA		1	1,385.00	100.0%	1,385.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 106	30" X 6' X 150# W.P. Vertical Scrubber Vessel with Skid	N/A	EA		1	1,665.00	100.0%	1,665.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. KK	30" X 4' X 250 WP Vertical Scrubber Vessel w/Skid	From Offshore Specialty Fabricators in Houma	EA		1	1,570.00	100.0%	1,570.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. CCC	Line Heater/Reboiler Package 8' W X 22' 6" L X 10' 1" T	Eugene Island Block# 212 "A"	EA		1	12,275.00	100.0%	12,275.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. DDD	3-Vapor Recovery Stands	Eugene Island Block# 212 "A"	EA		1	235.00	100.0%	235.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. EEE	1-Heater Stack, 1-Still Column, and Misc Pipe and Hardware for Line Heater/Reboiler	Eugene Island Block# 212 "A"	EA		1	355.00	100.0%	355.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 107	1-Pallet of Used Spool Piping	West Cameron Block# 165 "A"	EA		1	295.00	100.0%	295.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 108	1-Stairway with Handrails, 1-Caged Access Ladder, & 2-Small Deck Extension/Work Platofrms	Green Canyon Block# 65 "A"	EA		1	225.00	100.0%	225.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 109	1-Filter Separator with Skid (5' X 12' X 8' Tall) Est. 10,000#	High Island Block# A376 B	EA		1	1,155.00	100.0%	1,155.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 110	1-Float Cell with Skid (7' X 12' X 9' Tall) Est. 10,000#	High Island Block# A376 B	EA		1	1,490.00	100.0%	1,490.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 111	Two (2) Plate Heat Exchanger Skids	High Island Block# A595 "CF"	EA		1	475.00	100.0%	475.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 112	1-Piggy-Back Water Skimmer & Float Cell Package (Newly Fabricated)	Main Pass Block# 140-A	EA		1	5,025.00	100.0%	5,025.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 113	1-Verticle Water Skimmer Vessel with Skid (60" X 12" X 15,000#) (MBM-1800)	Vermilion Block# 60-A	EA		1	3,375.00	100.0%	3,375.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 114	1-Verticle Floation Unit (4M Spinsep) with Skid (ABM-1908) (10,150#) (Monosep Corporation-Serial# MCO-2076)	West Cameron Block# 68-A	EA		1	655.00	100.0%	655.00

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	Wt%	Net Value
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 115	1-Verticle Test Separator with Skid (MBD-4501) (36 X 10 Foot X 17,000#) (2,000 WP @ 100 deg, MFG 1982)	West Cameron Block# 68-A	EA		1	865.00	100.0%	865.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 116	1-Horizontal 3-Phase H.P. Production Separator with Skid (MBD-4502) (60" X 15') (1440 @ 100 Deg-Yr Built 1982)	West Cameron Block# 68-A	EA		1	1,435.00	100.0%	1,435.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 117	1-Vertical Vent Scrubber Package with Skid (MBF-2401) (30" X 10' X 22,000#)	West Cameron Block# 68-A	EA		1	1,775.00	100.0%	1,775.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 118	1-Horizontal 2-Phase Vent Scrubber Vessel W/Skid (48" X 10' X 150# @ 100 Deg) Built 1987	East cameron Block# 320-A	EA		1	3,545.00	100.0%	3,545.00
Viking - Henderson	Viking Fabricators, LLC				Handrails		EA		179	315.00	100.0%	315.00
Viking - Youngsville	Viking Fabricators, LLC				10 FT. LONG LADDER CAGES		EA		1	763.87	100.0%	763.87
Viking - Youngsville	Viking Fabricators, LLC				12"-6" LONG LADDER CAGES		EA		84	1,291.85	100.0%	1,291.85
Viking - Youngsville	Viking Fabricators, LLC				10 FT. LONG LADDERS		EA		81	622.75	100.0%	622.75
Viking - Youngsville	Viking Fabricators, LLC				20 FT. LONG LADDERS		EA		107	1,236.43	100.0%	1,236.43
Linear - Lafayette	Linear Controls	2124118-01	11233630-1	ATS - OUTDOOR	ASSY, TREE CAP, BP TROIKA		EA	7,155	1	5,545.13	100.0%	5,545.13
Linear - Lafayette	Linear Controls	2124617-01	2659561170	ATS - OUTDOOR	ASSY, RIG TEST SKID, SUBSEA TREE,		EA	11,000	1	8,525.00	100.0%	8,525.00
Linear - Lafayette	Linear Controls	2124117-07	400257303-01	ATS - OUTDOOR	CONV. ASSY, SUBSEA TREE, 4" X 2"-10M,		EA	80,000	1	62,000.00	100.0%	62,000.00
Linear - Lafayette	Linear Controls	2273013-01	110598733-1(RR1)	ATS - OUTDOOR	ASSEMBLY, 5" X 2"-10M SPOOLTREE.		EA	66,000	1	51,150.00	100.0%	51,150.00
Linear - Lafayette	Linear Controls	2124123-01	96101817050	ATS - OUTDOOR	ASSY, TREE CAP SHIPPING SKID		EA	1,850	1	1,433.75	100.0%	1,433.75
Linear - Lafayette	Linear Controls	2124145-01	45256012-5	ATS - OUTDOOR	ASSY, HUB, 4" WELL TERMINATION,		EA	1,400	1	1,085.00	100.0%	1,085.00
Linear - Lafayette	Linear Controls	2141833-01	11227730-01	ATS - OUTDOOR	ASSY, TREE TRANSPORTATION SKID, BP		EA	5,800	1	4,495.00	100.0%	4,495.00
Linear - Lafayette	Linear Controls	2124836-01	11171617-1	ATS - OUTDOOR	TEST STUMP BODY, TREE FAT SKID,		EA	6,200	1	4,805.00	100.0%	4,805.00
Linear - Lafayette	Linear Controls	2124641-01	11384318-1	ATS - OUTDOOR	ASSY, COMPLETION GUIDE BASE, STM-15		EA	20,500	1	15,887.50	100.0%	15,887.50
Linear - Lafayette	Linear Controls	2098861-02	11197244-1	ATS - OUTDOOR	ASSY, MCPAC CONNECTION TOOL, SHELL		EA	11,000	1	8,525.00	100.0%	8,525.00
Linear - Lafayette	Linear Controls	2098861-02	11199037-1	ATS - OUTDOOR	ASSY, MCPAC CONNECTION TOOL, SHELL		EA	11,000	1	8,525.00	100.0%	8,525.00
Linear - Lafayette	Linear Controls	2124119-01	964534560	ATS - OUTDOOR	ASSY, TREE RUNNING TOOL		EA	11,000	1	8,525.00	100.0%	8,525.00
Linear - Lafayette	Linear Controls	2124129-01	265340930	TOOLS-KID - OUTDOOR	ASSY, TUBING HANGER RUNNING TOOL		EA	1,500	1	1,162.50	100.0%	1,162.50
Linear - Lafayette	Linear Controls	2124128-01	11286013-17	TOOLS-KID - OUTDOOR	ASSY, TUBING HANGER, STM-15,		EA	1,000	1	775.00	100.0%	775.00



Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	Wt%	Net Value
Linear - Lafayette	Linear Controls	2124135-01	2659561200	TOOLSID - OUTDOOR	ASSY, TUBING HANGER HANDLING / TEST		EA	300	1	232.50	100.0%	232.50
Linear - Lafayette	Linear Controls	2124135-01	2659561190	TOOLSID - OUTDOOR	ASSY, TUBING HANGER HANDLING / TEST		EA	300	1	232.50	100.0%	232.50
Linear - Lafayette	Linear Controls	2018904-01	265956120(RR2)	TOOLSID - OUTDOOR	ASSY, LEAD IMPRESSION TOOL		EA	900	1	697.50	100.0%	697.50
Linear - Lafayette	Linear Controls	2124129-01	266013010	TOOLSID - OUTDOOR	ASSY, TUBING HANGER RUNNING TOOL		EA	1,500	1	1,162.50	100.0%	1,162.50
Linear - Lafayette	Linear Controls	2124139-01	11186901-01	TOOLSID - OUTDOOR	ASSY, DUMMY TBG HGR, STM-15, 4.06"		EA	1,000	1	775.00	100.0%	775.00
Linear - Lafayette	Linear Controls	2055294-12	110357224-01	CPB 077 - INDOOR	ASSEMBLY, TUBING HANGER, 5 IN NOM.		EA	2,500	1	1,937.50	100.0%	1,937.50
Linear - Lafayette	Linear Controls	2748033-01	45353783-01-01	CPB 077 - INDOOR	WIRELINE PLUG, 5.25" DIA, METAL AND		EA	50	1	38.75	100.0%	38.75
Linear - Lafayette	Linear Controls	2749898-01	4500436775-2-1	CPB 077 - INDOOR	5.250" WIRELINE PLUG 'HH' TRIM WITH		EA	50	1	38.75	100.0%	38.75
Linear - Lafayette	Linear Controls	2055296-02-01	110407008-1	CPB 078 - INDOOR	ASSEMBLY, INTERNAL TREE CAP, 10K WP		EA	1,500	1	1,162.50	100.0%	1,162.50
Linear - Lafayette	Linear Controls	60007268	96953428110	SF-YARD - OUTDOOR	TROIKA TOOL SHED		EA		1	15,000.00	100.0%	15,000.00
Linear - Lafayette	Linear Controls	2124147-04	111802674	TRI 168 - INDOOR	ASSY, CLAMP, W/ SEAL PLATE, 10"		EA	2,000	1	1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	2124581-01	11170112-05	TRI 170 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	200	1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124581-01	11170112-06	TRI 170 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	200	1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124581-01	11170113-05	TRI 170 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	200	1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124581-01	11363037-01	TRI 170 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	200	1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124581-01	11170113-04	TRI 170 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	200	1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124159-01	45284821-04	TRI 171 - INDOOR	BODY, HUB, 10" FLOWLINE TEST STAND		EA	250	1	193.75	100.0%	193.75
Linear - Lafayette	Linear Controls	2124159-01	45284821-01	TRI 171 - INDOOR	BODY, HUB, 10" FLOWLINE TEST STAND		EA	250	1	193.75	100.0%	193.75
Linear - Lafayette	Linear Controls	041700-47	4503010723-1-1	TRI 171 - INDOOR	GASKET, AX - 18-3/4" 10/15M 316 SS		EA	110	1	85.25	100.0%	85.25
Linear - Lafayette	Linear Controls	2124147-01	96111219520	TRI 172 - INDOOR	ASSY, CLAMP, W/SEAL PLATE, 4" WELL		EA	2,000	1	1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	2124147-01	96111219570	TRI 172 - INDOOR	ASSY, CLAMP, W/SEAL PLATE, 4" WELL		EA	2,000	1	1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	2141279-01	4502534448-01-01	TRI 172 - INDOOR	CLAMP, 10" FLOWLINE/ PIGGING LOOP/		EA	1,500	1	1,162.50	100.0%	1,162.50
Linear - Lafayette	Linear Controls	2124581-06-02	4504055507-02-01	TRI 174 - INDOOR	CONVERSION BLANKING SEAL PLATE, 4" WELL		EA	180	1	139.50	100.0%	139.50
Linear - Lafayette	Linear Controls	2124581-06-02	4504055507-01-01	TRI 174 - INDOOR	CONVERSION BLANKING SEAL PLATE, 4" WELL		EA	180	1	139.50	100.0%	139.50
Linear - Lafayette	Linear Controls	2124581-06-02	4504055507-03-01	TRI 174 - INDOOR	CONVERSION BLANKING SEAL PLATE, 4" WELL		EA	180	1	139.50	100.0%	139.50
Linear - Lafayette	Linear Controls	2142930-01	4501742451-1-2	TRI 174 - INDOOR	ACCESS STAND, G2 TUBING HANGER RUNNING		EA	200	1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124581-01	11170113-01	TRI 174 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	150	1	116.25	100.0%	116.25

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	Wt%	Net Value
Linear - Lafayette	Linear Controls	2124581-01	11410124-01	TRI 174 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-01	11170112-02	TRI 174 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-07	4503345734-01-02	TRI 174 - INDOOR	SEAL PLATE, COATING ON OD ONLY		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-07	4503345734-01-03	TRI 174 - INDOOR	SEAL PLATE, COATING ON OD ONLY		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-07	4503345734-01-04	TRI 174 - INDOOR	SEAL PLATE, COATING ON OD ONLY		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-07	4503345734-01-01	TRI 174 - INDOOR	SEAL PLATE, COATING ON OD ONLY		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-03	4502533058-01-01	TRI 174 - INDOOR	SEAL PLATE, 10" FLOWLINE JUMPER		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-01	11251434-01	TRI 174 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124586-01	450605865-1	TRI 175 - INDOOR	END PLATE, MANDREL RETAINER,		EA	500	1	387.50	100.0%	387.50
Linear - Lafayette	Linear Controls	2124584-01	450605849-1-1	TRI 175 - INDOOR	MANDREL, RETAINER SLEEVE,		EA	400	1	310.00	100.0%	310.00
Linear - Lafayette	Linear Controls	2124535-01	NS201604020729021	TRI 175 - INDOOR	ANNULUS LOOP, 2.875 O.D. X 2.125		EA	300	4	232.50	100.0%	232.50
Linear - Lafayette	Linear Controls	2124624-01	450604006-1	TRI 175 - INDOOR	BODY, 4" PRODUCTION STAB,		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124585-01	450605858-1	TRI 175 - INDOOR	RETAINER PLATE, MASTER VALVE BLOCK		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2156742-01	11328834-01	TRI 175 - INDOOR	SUB-ASSY, BOP SPANNER JOINT, 7.625"		EA	200	1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2156773-02	11322641-01	TRI 175 - INDOOR	UPPER ADAPTER, BOP SPANNER JOINT,		EA	200	1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124147-01	400297648	TRI 176 - INDOOR	ASSY, CLAMP, W/SEAL PLATE, 4" WELL		EA	2,000	1	1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	2124147-01	11213146-1	TRI 176 - INDOOR	ASSY, CLAMP, W/SEAL PLATE, 4" WELL		EA	2,000	1	1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	041700-09-01	400133273	TRI 178 - INDOOR	AX GASKET, 11"-5M/10M#, ST/STL WITH		EA	30	1	23.25	100.0%	23.25
Linear - Lafayette	Linear Controls	041700-09-01	400133274	TRI 178 - INDOOR	AX GASKET, 11"-5M/10M#, ST/STL WITH		EA	30	1	23.25	100.0%	23.25
Linear - Lafayette	Linear Controls	2098477-01	175670-1	TRI 178 - INDOOR	AX-VX GASKET		EA	110	1	85.25	100.0%	85.25
Linear - Lafayette	Linear Controls	2098477-01	175670-2	TRI 178 - INDOOR	AX-VX GASKET		EA	110	1	85.25	100.0%	85.25
Linear - Lafayette	Linear Controls	2124579-02	45434247-8	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45434247-6	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45434247-3	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45434247-11	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45445642-3	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45445642-2	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45445642-1	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45438628-1	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	Wt%	Net Value
Linear - Lafayette	Linear Controls	2124579-02	45445642-4	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	501040-1	961276244180	TRI 178 - INDOOR	6" Gasket Sealing Ring		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-04	45424496-2	TRI 178 - INDOOR	GASKET W/ O-RING, 10"-15M SEAL		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45434247-01	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45424796-01	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45424796-06	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45434274-02	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45424796-04	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45424796-03	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45445642-04	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124134-01	2659561110	TRI 180 - INDOOR	ASSY, TUBING HANGER ADJUSTMENT STAN		EA	600	1	465.00	100.0%	465.00
Linear - Lafayette	Linear Controls	2099720-02	26-1567	TRI FLOOR - INDOOR	ASSY, TREE CAP RUNNING TOOL, BP		EA	5,000	1	3,875.00	100.0%	3,875.00
Linear - Lafayette	Linear Controls	60031311	9523237807360	TRI SHED - INDOOR	Troika Dummy Control Pod		EA	3,000	1	2,325.00	100.0%	2,325.00
Linear - Lafayette	Linear Controls	60031470	9523237807390	TRI SHED - INDOOR	SHELL DUMMY CONTROL POD SHIPPING SKID		EA	1,000	1	775.00	100.0%	775.00
Linear - Lafayette	Linear Controls	2123000-01	9624280360	TRI-SHELL - OUTDOOR	HANDLING TOOL ASSY, TREE CAP & TREE		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2123000-01	2657807220	TRI-SHELL - OUTDOOR	HANDLING TOOL ASSY, TREE CAP & TREE		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2123738-01	9624280370	TRI-SHELL - OUTDOOR	LIFT SUB, 1.50" NOM SHACKLE X		EA	50	1	38.75	100.0%	38.75
Linear - Lafayette	Linear Controls	2099099-03	11196376-1	TRI-SHELL - OUTDOOR	ASSY, TEST HUB, 10" FLOWLINE /		EA	350	1	271.25	100.0%	271.25
Linear - Lafayette	Linear Controls	2099099-03	11210778-1	TRI-SHELL - OUTDOOR	ASSY, TEST HUB, 10" FLOWLINE /		EA	350	1	271.25	100.0%	271.25
Linear - Lafayette	Linear Controls	2035504-02	961276650350	TRI-SHELL - OUTDOOR	ASSY, DEBRIS CAP, 18-3/8" OD MCPAC		EA	100	1	77.50	100.0%	77.50
Linear - Lafayette	Linear Controls	2035519-01	1276650650	TRI-SHELL - OUTDOOR	ASSY, ROV RETRIEVABLE DEBRIS/TEST		EA	50	1	38.75	100.0%	38.75
Linear - Lafayette	Linear Controls	2035519-01	1276650660	TRI-SHELL - OUTDOOR	ASSY, ROV RETRIEVABLE DEBRIS/TEST		EA	50	1	38.75	100.0%	38.75
Linear - Lafayette	Linear Controls	2156132-01	9523237807220	TRI-SHELL - OUTDOOR	ASSY, COMBINATION (TREE/TREE CAP)		EA	500	1	387.50	100.0%	387.50
Linear - Lafayette	Linear Controls	2156145-01	11324065-01	TRI-SHELL - OUTDOOR	ASSY, 3-1/16-15M MONOBORE TUBING		EA	8,500	1	6,587.50	100.0%	6,587.50
Linear - Lafayette	Linear Controls	2124137-01	9523237807330	TRI-SHELL - OUTDOOR	ASSY, TOOL STORAGE & SHIPPING SKID		EA	2,000	1	1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	2124137-01	9523237807340	TRI-SHELL - OUTDOOR	ASSY, TOOL STORAGE & SHIPPING SKID		EA	2,000	1	1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	2124118-01	11278658-1	TRI-SHELL - OUTDOOR	ASSY, TREE CAP, BP TROIKA		EA	8,000	1	6,200.00	100.0%	6,200.00
Linear - Lafayette	Linear Controls		Serial.# WPI317		Waukesha Engine L7042 GSI		EA		1	82,625.00	100.0%	82,625.00

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	Wt%	Net Value
Linear - Lafayette	Linear Controls		Serial.# 48799		Waukesha Engine L3711		EA		1	51,250.00	100.0%	51,250.00
Linear - Lafayette	Linear Controls		Serial.# 1029776		Waukesha Engine F1905		EA		1	43,765.00	100.0%	43,765.00
Linear - Lafayette	Linear Controls		Serial.# 218794		Waukesha Engine F1905		EA		1	43,765.00	100.0%	43,765.00
Linear - Lafayette	Linear Controls		Serial.#396632		Waukesha Engine F1197		EA		1	24,315.00	100.0%	24,315.00
Linear - Lafayette	Linear Controls		Serial.# 362530		Waukesha Engine F1197		EA		1	24,315.00	100.0%	24,315.00
Whitco - Broussard	Whitco Supply	357501			1" x 3' x 20' Galvanized Grating		EA		106	395.00	100.0%	395.00
Whitco - Broussard	Whitco Supply	333963			1-1/2" x 3' x 20' Galvanized Grating		EA		-	598.00	100.0%	598.00
Express - Fourchon	Express Supply & Steel				1" x 3-1/16" x 36" x 20' Serrated Galvanized Domestic Grating		EA		10	400.65	100.0%	400.65
Express - Fourchon	Express Supply & Steel				1-1/2" x 3-1/16" x 36" x 20' Serrated Galvanized Domestic Grating		EA		35	555.67	100.0%	555.67

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	04536.B		MW-R18-FL	Torque Tool with Calibration Set		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	04558.A		BW-R4-2	Assy, Choke insert, CCA05R, CV=300			EA			1		35854.02	35854.02		
Deepwater Warehouse	Fieldwood	04564.B		MW-R2-FL	Assy, Internal Tree Cap, 10M	142981	MC 782 2 DANTZLER COMPLETION	EA			0		45523.37	0		
Deepwater Warehouse	Fieldwood	04627.B		DWW-YARD-C-VAN CUIU 03011222G1	PLUG, ELECTRICAL;TYP-EFL-SPARE 9-WAY,SPCL FEAT:LEAD 275 FT TOOL, TYPE: CVC OVER-RIDE, MFG: CAMERON, PN: 2166761-02 REV 01, APPL: FOR CAMERON VERTICAL CONNECTION (CVC) SYSTEM			EA			0		5378.1	0		
Deepwater Warehouse	Fieldwood	04630.A		BW-R3-3	TOOL, SETTING;MFR:CAMERON, PN:2166877-03,TYP MANUAL LOCKOUT			EA			1		143.41	143.41		
Deepwater Warehouse	Fieldwood	04631.C		MR-S-E				EA			0		35.855	0		
Deepwater Warehouse	Fieldwood	04651.A		DWW-YARD C-VAN HLXU 616220-6	Assy, 6", 10K CVC Connector, 6.625 OD	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			2		142590	285180		
Deepwater Warehouse	Fieldwood	04651.A		DWW-YARD C-VAN HLXU 616220-6	Assy, 6", 10K CVC Connector, 6.625 OD	137897	VK 917/962 PRE FEED WORK	EA			0		126000	0		
Deepwater Warehouse	Fieldwood	04651.A		DWW-YARD C-VAN HLXU 616220-6	Assy, 6", 10K CVC Connector, 6.625 OD			EA			0		134850.33	0		
Deepwater Warehouse	Fieldwood	04651.B		DWW-YARD C-VAN HLXU 616220-6	Assy, 6", 10K CVC Connector, 6.625 OD			EA			0		121174.8	0		
Deepwater Warehouse	Fieldwood	04651.B		BW-AREA 1	Assy, 6", 10K CVC Connector, 6.625 OD			EA			1		0	0		
Deepwater Warehouse	Fieldwood	04652.A		BW-R9-FL	HUB, TYPE: ASSEMBLY, MFG: CAMERON, PN: 2166393-62, APPLICATION: FOR F22 AND RECEIVER STRUCTURE			EA			2		62806.32	125612.64		
Deepwater Warehouse	Fieldwood	04760.A		MR-3-E	GASKET, RING JOINT;CODE:S-AX,MATL:MS,NOM SZ-6IN,CL:10000PSI,STD:PSL 2-4,MFR:CAMERON,PN:2035804-07			EA			1		4201.68	4201.68		
Deepwater Warehouse	Fieldwood	04778.A		DWW-YARD - FRONT	CAP;MFR:VETCO GRAY,PN:H288500-1,TYP CORROSION,SZ 18.750 IN,CONN TYP LEAF SPRING RETENTION FOR H-4 WELLHEAD,MATL ALUMINUM,COMPRISING TWO RUNNING/LIFT PINS, W/NHORIZONTAL ROV STAB,APPLI WELLHEAD ABANDONMENT	202673	MC 948 4 GUNFLINT TA	EA			1		19200	19200		
Deepwater Warehouse	Fieldwood	08427.A		DWW-YARD C-VAN HICU 1339199	SHACKLE,BOLT TYPE ANCHOR 17,000 TON SAFE WORKING LOAD,1.375 DIA,GALV/NIZED,CROSBY G2130,1019631			EA			0		376.4670588	0		
Deepwater Warehouse	Fieldwood	08919.A		MW-10-2	GASKET, RING JOINT;CODE:VX-2,MATL:SS,MATL GR-316,CL:10000PSI,COMPRISING:HYCAR INSERTS,APPLI:WELLHEAD (SIZE: 18-3/4 IN),MFR:VETCO GRAY,PN:111227-1,EQ MODEL:MS-700	AFE FW193004	TROIKA				2		0	0		
Deepwater Warehouse	Fieldwood	08919.A		MW-AREA 6	GASKET, RING JOINT;CODE:VX-2,MATL:SS,MATL GR-316,CL:10000PSI,COMPRISING:HYCAR INSERTS,APPLI:WELLHEAD (SIZE: 18-3/4 IN),MFR:VETCO GRAY,PN:111227-1,EQ MODEL:MS-700	139057	MC 948 GUNFLINT DEVELOPMENT	EA			0		4352	0		
Deepwater Warehouse	Fieldwood	08919.A		MW-AREA 6	GASKET, RING JOINT;CODE:VX-2,MATL:SS,MATL GR-316,CL:10000PSI,COMPRISING:HYCAR INSERTS,APPLI:WELLHEAD (SIZE: 18-3/4 IN),MFR:VETCO GRAY,PN:111227-1,EQ MODEL:MS-700	142980	MC 782 1 DANTZLER COMPLETION	EA			0		4352	0		
Deepwater Warehouse	Fieldwood	08920.A		MW-AREA 6	GASKET, RING JOINT;CODE:VX-2/VT-2,MATL:SS,MATL GR-316,CL:15000PSI,APPLI:WELLHEAD (SIZE: 18-3/4 IN),MFR:VETCO GRAY,PN:H10931-2,EQ MODEL:MS-700	142980	MC 782 1 DANTZLER COMPLETION	EA			0		7995.95	0		
Deepwater Warehouse	Fieldwood	08920.A		MW-AREA 6	GASKET, RING JOINT;CODE:VX-2/VT-2,MATL:SS,MATL GR-316,CL:15000PSI,APPLI:WELLHEAD (SIZE: 18-3/4 IN),MFR:VETCO GRAY,PN:H10931-2,EQ MODEL:MS-700	139057	MC 948 GUNFLINT DEVELOPMENT	EA			0		7995.95	0		
Deepwater Warehouse	Fieldwood	12161.A		MW-R10-FL	CAP,TYP:INTERNAL PRESSURE,APPL:IN-SUBSEA INTERNAL WELLHEAD TREE,MFR:CAMERON,PN:2180719-09	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			1		30000	30000		
Deepwater Warehouse	Fieldwood	13246.A		PUP JOINT RACK-FLOOR	COUPLING, OCTG;NOM SZ-2 1/2IN,WT:12.60lb/ft,MATL GR:13CR80,TOP CONN TYP:VAM TOP			EA			1		433.08	433.08		
Deepwater Warehouse	Fieldwood	13286.A		PR-R1-2	KIT;COMPRISING:SPICE (SIZE: 3/4 IN),MFR: SCHLUMBERGER,MN:EDMC-R,REF-90043-000-00001	139991	MC 698 1 BIG BEND FEED COMPLT	EA			0		12500	0		
Deepwater Warehouse	Fieldwood	13286.A		PR-R1-2	KIT;COMPRISING:SPICE (SIZE: 3/4 IN),MFR: SCHLUMBERGER,MN:EDMC-R,REF-90043-000-00001	142980	MC 782 1 DANTZLER COMPLETION	EA			0		12500	0		
Deepwater Warehouse	Fieldwood	13449.A		MR-3-C	Blind Plug, Compensating: For the 10K hangers. Alloy 718 Compensating Blind Piston Top Assembly, 2 x 1.6 cu.in. Expansion Chambers; Material Number,P5025-21	139991	MC 698 1 BIG BEND FEED COMPLT	EA			6		23533	141198		
Deepwater Warehouse	Fieldwood	13798.A		OS-R1-S3	CARD, ELECTRONIC;TYP:1-CHANNEL SUBSEA INTERFACE,FUNC:DOWN HOLE PRESSURE AND TEMPERATURE GAUGE (4),TEMP RNGE:20 TO 3F HEXADECIMAL,MFR: SCHLUMBERGER,MFR:WELLWATCHER,BRAND:UNKNOWN,EQ MODEL:SERIES ESLIC	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			1		11500	11500		
Deepwater Warehouse	Fieldwood	13798.A		OS-R1-S3	CARD, ELECTRONIC;TYP:1-CHANNEL SUBSEA INTERFACE,FUNC:DOWN HOLE PRESSURE AND TEMPERATURE GAUGE (4),TEMP RNGE:20 TO 3F HEXADECIMAL,MFR: SCHLUMBERGER,MFR:WELLWATCHER,BRAND:UNKNOWN,EQ MODEL:SERIES ESLIC	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		11500	11500		
Deepwater Warehouse	Fieldwood	13799.A		PR-R1-2	CONNECTOR, ELECTRICAL;CONDCTR SZ-16-18AWG,MFR:EXPRO,PN:DHCE-A51-BQ-015-001-IN,MFR:TRONIC,BRAND:UNKNOWN	142980	MC 782 1 DANTZLER COMPLETION	EA			0		6962.5	0		
Deepwater Warehouse	Fieldwood	14397.A		DWW-YARD	CONTROL LINE,SINGLE 0.375 X 0.049 IN,CONDUCTY 825,ENCAPULATED IN SANTOPRENE JACKET,MID-SOUTH CONTROL LINE,FILLED & FLUSHED TO NAS CLASS 6 STANDARDS W/TRANSAQUA HT			FT			0		3.738570732	0		
Deepwater Warehouse	Fieldwood	14541.A		DWW-YARD C-VAN HICU-1481372	FLOAT COLLAR,16.000 IN,96.00 LBS/FT, HCQ125 TSH 511			EA			2		17883.2275	35766.455		
Deepwater Warehouse	Fieldwood	14543.A		DWW-YARD C-VAN 402189-0	GUIDE SHOE, 17.875 P110 TSH 521			EA			1		12739.3	12739.3		
Deepwater Warehouse	Fieldwood	14862.A		MR-1-D	ADAPTOR, TUBE TO PIPE;TYP:HANGER CONNECTOR,TUBE OD:1/4IN,PIPE SZ:0.5625IN,PIPE CONN:MTM,MFR:PETRO TECHNOLOGIES,PN:1208421 REV N			EA			0		1417.75	0		
Deepwater Warehouse	Fieldwood	15036.A		BW-AREA 3	CENTRALIZER, CASING;TYP:SPRING,CASNG NOM SZ-22IN,CONN TYPE:STRAIGHT LATCH ON,BOW TYP:LAP WELDED,SPCL FEATRS:BOW OD: 29-5/8 IN,MFR:WEATHERFORD,PN:1105722/571157,MN:SERIES 57R	203389	MC 339 SILVERGATE DRL				27		195	5265		
Deepwater Warehouse	Fieldwood	15036.A		BW-AREA 3	CENTRALIZER, CASING;TYP:SPRING,CASNG NOM SZ-22IN,CONN TYPE:STRAIGHT LATCH ON,BOW TYP:LAP WELDED,SPCL FEATRS:BOW OD: 29-5/8 IN,MFR:WEATHERFORD,PN:1105722/571157,MN:SERIES 57R	201560	GC 40 02 Katmal 2				6		195	1170		
Deepwater Warehouse	Fieldwood	17709.A		MR-GENERAL	PLUG,WIRELINE, F/CAMERON 5.250 IN TUBING HANGER, CAMERON PN:2749898-01		MC 782 DANTZLER DEVELOPMENT LL				1		52100	52100		
Deepwater Warehouse	Fieldwood	17946.A		DWW-YARD C-VAN HICU 1339199	SS Wellhead, SEAL ASSEMBLY, 22" X 16" BIG BORE II, WEIGHT SET METAL TO METAL SEAL, RATED 6,500 PSI, H2S SERVICE DRILL QUIP PN:2-403134-02			EA			0		23000.35	0		
Deepwater Warehouse	Fieldwood	18082.A		DWW-YARD C-VAN HICU 1339199	FLANGE;TYP:WELD ON,MATL:SS,SPCL FEAT:ALLOWS INSTALLATION OF SLOPE INDICATOR, MOUNTING BRACKET, PER NOBLE QP Q504.01,APPLI:WELLHEAD (SIZE: 36 IN),MFR:DRIL-QUIP,PN:2-401350-03			EA			0		2179.220417	0		
Deepwater Warehouse	Fieldwood	18082.A		DWW-YARD C-VAN HICU 1339199	FLANGE;TYP:WELD ON,MATL:SS,SPCL FEAT:ALLOWS INSTALLATION OF SLOPE INDICATOR, MOUNTING BRACKET, PER NOBLE QP Q504.01,APPLI:WELLHEAD (SIZE: 36 IN),MFR:DRIL-QUIP,PN:2-401350-03	203389	MC 339 SILVERGATE DRL	EA			0		3275.9	0		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	18082.A		DWW-YARD C-VAN HICU 1339199	FLANGE,TYP:WELD ON,MATL:SS,SPCL FEAT:ALLOWS INSTALLATION OF SLOPE INDICATOR, MOUNTING BRACKET, PER NOBLE QP Q504.01,APPLI:WELLHEAD (SIZE: 36 IN),MFR:DRIL-QUIP,PN:2-401350-03	144040	MC 948 4 GUNFLINT D&E	EA			0		3255	0		
Deepwater Warehouse	Fieldwood	18082.A		DWW-YARD C-VAN HICU 1339199	FLANGE,TYP:WELD ON,MATL:SS,SPCL FEAT:ALLOWS INSTALLATION OF SLOPE INDICATOR, MOUNTING BRACKET, PER NOBLE QP Q504.01,APPLI:WELLHEAD (SIZE: 36 IN),MFR:DRIL-QUIP,PN:2-401350-03	201560	GC 40 02 Katmai 2	EA			0		3329.76	0		
Deepwater Warehouse	Fieldwood	18083.A		BW-R5-FL	VALVE, BALL,OPRTD:ROV HANDLE,CONN 1 SZ:4IN,CONN 1 TYPE:NPT,CLS:1000PSI,SPCL FEATRS:PIPE NIPPLE, HAMMER UNION, 0-600 PSI PRESSURE GAUGE, EVERY (4) VALVES,APPLI:SS WELLHEAD,MFR:DRIL-QUIP,PN:2-904265-02			EA			1		2053.607214	2053.607214		
Deepwater Warehouse	Fieldwood	18083.A		DWW-YARD C-VAN HICU 1339199	VALVE, BALL,OPRTD:ROV HANDLE,CONN 1 SZ:4IN,CONN 1 TYPE:NPT,CLS:1000PSI,SPCL FEATRS:PIPE NIPPLE, HAMMER UNION, 0-600 PSI PRESSURE GAUGE, EVERY (4) VALVES,APPLI:SS WELLHEAD,MFR:DRIL-QUIP,PN:2-904265-02			EA			0		2053.607214	0		
Deepwater Warehouse	Fieldwood	18083.A		DWW-YARD-C-VAN CCLU667229-9	VALVE, BALL,OPRTD:ROV HANDLE,CONN 1 SZ:4IN,CONN 1 TYPE:NPT,CLS:1000PSI,SPCL FEATRS:PIPE NIPPLE, HAMMER UNION, 0-600 PSI PRESSURE GAUGE, EVERY (4) VALVES,APPLI:SS WELLHEAD,MFR:DRIL-QUIP,PN:2-904265-02			EA			0		2053.607214	0		
Deepwater Warehouse	Fieldwood	18087.A		DWW-YARD C-VAN HICU 1339199	SWEDGE,CROSSOVER,22" X 1.000" W.T. BWP DOWN BY 22.130" X .750" W.T. BWP UP, DRIL QUIP PN:2-404391-07, PER NOBLE QP Q504.01			EA			0		5075.488889	0		
Deepwater Warehouse	Fieldwood	18089.A		DWW-YARD C-VAN HICU 1339199	SS Wellhead, SEAL ASSEMBLY, 22" X 18" B8 BORE II, SS10/SS15, WEIGHT SET RESILIENT SEAL, RATED 5,000 PSI., DRIL QUIP PN:1-408455-05, MONO API 170, PER NOBLE QP Q504.01			EA			0		37060.07286	0		
Deepwater Warehouse	Fieldwood	18097.A		DWW-YARD C-VAN HICU 1339199	SS Wellhead, SEAL ASSEMBLY, 18-3/4 SS15, 15M PSI, DUAL WEIGHT SET METAL TO METAL SEALS, FOR HANGERS 13-3/8 AND SMALLER, INCLUDES OUTER LOCK RINGS, H25 SERVICE, DRILQUIP PN-2-404254-05, PER NOBLE QP Q504.01			EA			0		24382.81	0		
Deepwater Warehouse	Fieldwood	18802.A		BW-AREA-3	CASING, OCTG,NOM SZ:22 IN,WT 224.28 lb/ft,WALL THK 1 IN,MATL GR X80,CONN TYPE 590M/MT,LG:60 ft			FT			7.78		250.0515732	1945.401239		
Deepwater Warehouse	Fieldwood	19122.A		DWW-YARD C-VAN HICU 1339199	SS Wellhead, SEAL ASSEMBLY, 16" TYPE SS10/SS15, F/16" SUPPLEMENTAL HANGER, W/70 DURO HYDROGENATED NITRILE F/ELASTOMERIC SEALING ELEMENT, H25 SERVICE, DRIL QUIP PN:2-407542-07			EA			0		23000.35333	0		
Deepwater Warehouse	Fieldwood	19397.A		MR-1-A	DISK, INTERNAL PRESSURE RUPTURE(IPRD), RATED 5500 PSIG @ 150°F 3000 PSIG MIN BACK PRESSURE	144040	MC 948 4 GUNFLINT D&E	EA			2		4589.79	9179.58		
Deepwater Warehouse	Fieldwood	19706.C		DWW YARD C-VAN HLXU 616220-6	CAP, PIPE,SZ:6IN,OPER PRESS:10000PSI,MFR:CAMERON,PN:2181629-14	139991	MC 698 1 BIG BEND FEED COMPLT	EA			1		25000	25000		
Deepwater Warehouse	Fieldwood	19706.C		MW-R14-FL	CAP, PIPE,SZ:6IN,OPER PRESS:10000PSI,MFR:CAMERON,PN:2181629-14	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			1		25000	25000		
Deepwater Warehouse	Fieldwood	19706.C		MW-R14-FL	CAP, PIPE,SZ:6IN,OPER PRESS:10000PSI,MFR:CAMERON,PN:2181629-14	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			1		25000	25000		
Deepwater Warehouse	Fieldwood	19706.C		MW-R14-FL	CAP, PIPE,SZ:6IN,OPER PRESS:10000PSI,MFR:CAMERON,PN:2181629-14	AFE FW193004	TROIKA	EA			1		15446.17	15446.17		
Deepwater Warehouse	Fieldwood	20177.A		DWW-YARD	PUP JOINT, CASING,NOM SZ:16IN,WT:96.00lb/ft,MATL GR:Q125,TOP CONN TYP:TSH 511,LG:20ft			EA			1		4251.9	4251.9		
Deepwater Warehouse	Fieldwood	20182.A		DWW-YARD C-VAN HICU-1481372	GUIDE SHOE, 11.875, 71.80, HCQ125, TSH 523, WEATHERFORD MOD.549, W/LB. BOW SPRING SUB, 12.50 RESTRICTION INTO 14.500 OPEN HOLE , PN:54900LQH5230H12A002			EA			1		6460.89	6460.89		
Deepwater Warehouse	Fieldwood	20183.A		DWW-YARD C-VAN HICU-1481372	COLLAR, FLOAT, 11.875, 71.80, HCQ125, TSH 523, WEATHERFORD MOD L47A, DV, LB. AUTO FILL, W/ 3.500 DROP BALL, PN: L47A0LQH5230H120718			EA			1		14321.53	14321.53		
Deepwater Warehouse	Fieldwood	21764.A		PUP JOINT RACK-FLOOR	Sub, XO 3-1/2" 9.2# VFIL Bx x 3-1/2" 9.3# SC-BT5-8 Pn 1.18" Lg. 12.5Ksi 13HCr,			EA			3		1812.416667	5437.25		
Deepwater Warehouse	Fieldwood	23938.A		MR-3-D	SUPERIOR ENERGY SERVICES PN: 413.35332C			EA			2		51.845	103.69		
Deepwater Warehouse	Fieldwood	23962.A		MR-5-D	WIRE,MFR:CAMERON,PN:2748111-01,TYP LOCKING,APPLI SSR (SIZE: 5.25 IN			EA			2		181.06	181.06		
Deepwater Warehouse	Fieldwood	23962.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O RING,INDUS STD-AS568-465,ID:17.955IN,PN:702645-46-52	139991	MC 698 1 BIG BEND FEED COMPLT	EA			1		181.06	181.06		
Deepwater Warehouse	Fieldwood	23962.A		TRAINING ROOM 1	O RING,INDUS STD-AS568-465,ID:17.955IN,PN:702645-46-52	AFE FW580018	KATMAI/ORLOV/GE NOVESA	EA			6		181.06	1086.36		
Deepwater Warehouse	Fieldwood	23972.A		MR-5-D	Shear pin, actuator ring (P/N: 2156904-01)	AFE FW580018	KATMAI/ORLOV/GE NOVESA	EA			4		181.06	724.24		
Deepwater Warehouse	Fieldwood	24601.A		MW-AREA 5	SAVER SUB, BLANK PIPE, 5.500, 20.00, 13Cr110, SLHT (2 FT)			EA			1		48.325	193.3		
Deepwater Warehouse	Fieldwood	24602.A		PUP JOINT RACK-FLOOR	SUB, X-OVER, 3.500, 9.30, SC-BT58 BOX, X 3.500, 9.20, VFIL PIN,12.5Ksi 13HCr,(1.15 FT) SUPERIOR ENERGY SERVICES PN: 413.35331C			EA			2		3065.94	3065.94		
Deepwater Warehouse	Fieldwood	24602.A		PUP JOINT RACK-FLOOR	SUB, X-OVER, 3.500, 9.30, SC-BT58 BOX, X 3.500, 9.20, VFIL PIN,12.5Ksi 13HCr,(1.15 FT) SUPERIOR ENERGY SERVICES PN: 413.35331C			EA			2		1626.485	3252.97		
Deepwater Warehouse	Fieldwood	26133.B		MR-GENERAL	POWER UNIT, ELECTRICAL, SUBSEA, MCS EQUIPMENT ASSEMBLY, AKER, PN: BB14-000748-78	142981	MC 782 2 DANTZLER COMPLETION	EA			6		2497.5	14985		
Deepwater Warehouse	Fieldwood	26537.A		MW-AREA 6	PUP JOINT, TUBING,NOM SZ:3-1/2IN,WT:9.30lb/ft,MATL GR:13CR110,CONN TYPE:BTS-8,TOP CONN TYP:BTS-8 BOX,BOT CONN TYP:BTS-8 PIN,LG:8ft	140054	MC 948 2 GUNFLINT COMPLETION/L	EA			0		18573	0		
Deepwater Warehouse	Fieldwood	26538.A		PUP JOINT RACK-TIER 5	PUP JOINT, TUBING,NOM SZ:3-1/2IN,WT:9.30lb/ft,MATL GR:13CR110,CONN TYPE:BTS-8,TOP CONN TYP:BTS-8 BOX,BOT CONN TYP:BTS-8 PIN,LG:8ft	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		5198	10396		
Deepwater Warehouse	Fieldwood	27308.A		MR-1-D	UNION,QUICK CONNECT, REDUNDANT, 0.375 IN TUBE, PETRO TECHNOLOGIES, PN: 120M631, REV C	142981	MC 782 2 DANTZLER COMPLETION	EA			0		2781.8	0		
Deepwater Warehouse	Fieldwood	27308.A		MR-1-D	UNION,QUICK CONNECT, REDUNDANT, 0.375 IN TUBE, PETRO TECHNOLOGIES, PN: 120M631, REV C	139991	MC 698 1 BIG BEND FEED COMPLT	EA			0		1994.775	0		
Deepwater Warehouse	Fieldwood	27309.A		MR-2-C	UNION,QUICK CONNECT, REDUNDANT, 0.375 IN TUBE, PETRO TECHNOLOGIES, PN: 120M931, REV C			EA			0		2781.8	0		
Deepwater Warehouse	Fieldwood	27312.A		MR-2-C	UNION,QUICK CONNECT, REDUNDANT, 0.250 IN TUBE, PETRO TECHNOLOGIES, PN: 120M931, REV C			EA			0		1708.51	0		
Deepwater Warehouse	Fieldwood	27313.A		MR-2-C	UNION,QUICK CONNECT, REDUNDANT, 0.250 IN TUBE, PETRO TECHNOLOGIES, PN: 120M931, REV C			EA			0		344.855	0		
Deepwater Warehouse	Fieldwood	27315.A		MR-1-C	UNION, TUBE,TYP:QUICK CONNECT,CONN 1 SZ:1/4IN,MFR:PETRO TECHNOLOGIES,PN:130M201, REV H	142981	MC 782 2 DANTZLER COMPLETION	EA			0		302.4642857	0		
Deepwater Warehouse	Fieldwood	27316.A		MR-2-C	UNION, TUBE,TYP:QUICK CONNECT,CONN 1 SZ:1/4IN,MFR:PETRO TECHNOLOGIES,PN:130M201, REV H			EA			0		1879.73	0		
Deepwater Warehouse	Fieldwood	27317.A		MR-2-C	POTH CONNECTOR, 0.375 IN, PETRO TECHNOLOGIES, PN: 130M591, REV D			EA			0		1224.165	0		
Deepwater Warehouse	Fieldwood	27319.A		MR-2-C	PLUG, TEST,TYP:ASSEMBLY,CONN SZ:3/8IN,CONN TYPE-MNPT X TUBE,MFR:PETRO TECHNOLOGIES,PN:130M681 REV E			EA			0		637.615	0		
Deepwater Warehouse	Fieldwood	27319.A		MR-2-C	POTH CONNECTOR, 0.500 IN, PETRO TECHNOLOGIES, PN: 130M891, REV B			EA			0		917.0166667	0		
Deepwater Warehouse	Fieldwood	27319.A		MR-2-C	POTH CONNECTOR, 0.500 IN, PETRO TECHNOLOGIES, PN: 130M891, REV B			EA			0		701.75	0		



Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	27325.A		MR-2-C	ELBOW, PIPE TO TUBE; DEG-90, NOM PIPE SZ-3/8IN, PIPE CONN-NPT, TUBE OD: 3/8IN, MFR: PETRO TECHNOLOGIES, PN: 150M261 REV A			EA			0		1335.123333	0		
Deepwater Warehouse	Fieldwood	27326.A		MR-2-C	VALVE, CHECKVALV SZ-3/8IN, DISK RTNG-4200PSI, SPCL FEATRS: WITH BURST DISK, MFR: PETRO TECHNOLOGIES, PN: 150M421			EA			0		3297.45	0		
Deepwater Warehouse	Fieldwood	27489.A		VERTICAL RACK	VALVE, SUBSURFACE SAFETY; MFR: SCHLUMBERGER, PN: 100395464, TYP SURFACE CONTROLLED, TUBING SZ 4-1/2 IN, WT 12.60 lb/ft, PROFILE 3.688 RPT, OD 7.437 IN, CONN TYPE VAM TOP PIN X PIN, WRKING PRESS 10000 PSI, MN: TRC-II-10	142980	MC 782 1 DANTZLER COMPLETION	EA			0		470000	0		
Deepwater Warehouse	Fieldwood	27491.A		CR TIER 3	NIPPLE; MFR: SCHLUMBERGER, PN: 101368046, TYP DUAL CHECK CHEMICAL INJECTION, CONN SZ 4-1/2 IN, CONN TYPE BTS-6 BOX X PIN, MATL CS, MATL GR S13 CR 110 KSL, APPLI W/ 0.500 IN. PTI TESTABLE CONNECTOR, 1/2 IN CHECK VALVE AND 6000 PSI PRESSURE BURST DISC	142980	MC 782 1 DANTZLER COMPLETION	EA			2		56720	113440		
Deepwater Warehouse	Fieldwood	27493.A		SMALL PARTS ROOM	GAUGE; TYP: TRIPLE, COMPRISING: TUBE/ANNULAR/SNORKEL, CABLE HEAD, EDMCR, MFR: SCHLUMBERGER, PN: 100364655, MN: NPQG-EL, T-3	142981	MC 782 2 DANTZLER COMPLETION	EA			0		168900	0		
Deepwater Warehouse	Fieldwood	27494.A		DWW-YARD	CABLE, ELECTRICAL; TYP: TUBING ENCAPSULATED, ARM: INCOLOY 825, WALL THK: 0.035IN, MFR: SCHLUMBERGER, PN: P486039	142981	MC 782 2 DANTZLER COMPLETION	FT			12500		6.85	85625		
Deepwater Warehouse	Fieldwood	27494.A		DWW-YARD	CABLE, ELECTRICAL; TYP: TUBING ENCAPSULATED, ARM: INCOLOY 825, WALL THK: 0.035IN, MFR: SCHLUMBERGER, PN: P486039	139991	MC 698 1 BIG BEND FEED COMPLT	FT			12500		6.85	85625		
Deepwater Warehouse	Fieldwood	27496.A		DWW-YARD	CONTROL LINE, HYDRAULIC, SINGLE, 0.500 IN X 0.065 IN WT, INCOLOY 825 MATERIAL, WELDED, ENCAPSULATED, TRANSAQUA FILLED, METAL DRUM, NOBLE QCP, SCHLUMBERGER, PN: 4D100000000-4_MSC	142980	MC 782 1 DANTZLER COMPLETION	FT			0		12.568795	0		
Deepwater Warehouse	Fieldwood	27498.A		DWW-YARD	CONTROL LINE, HYDRAULIC, TRIPLE, FLATPACK, (3) 0.250 IN X 0.065 IN WT, INCOLOY 825 MATERIAL, WELDED, ENCAPSULATED, TRANSAQUA FILLED, METAL DRUM, NOBLE QCP, SCHLUMBERGER, PN: 2C12C12C1000-4_MSC	142980	MC 782 1 DANTZLER COMPLETION	FT			0		12.68605226	0		
Deepwater Warehouse	Fieldwood	27560.A		SMALL PARTS ROOM	GAUGE; TYP: TRIPLE, COMPRISING: TUBE/ANNULAR/SNORKEL, CABLE HEAD EDMCR, MFR: SCHLUMBERGER, PN: 100675006, MN: NPQG-EL, T-3	142980	MC 782 1 DANTZLER COMPLETION	EA			0		186500	0		
Deepwater Warehouse	Fieldwood	27614.A		CAN RACK FLOOR	MANDREL, SOLID GAUGE, 4.500, 13CR80, 15.50, BTS-6 PIN X PIN, FOR NHQG-ED DUAL GAUGE SCHLUMBERGER, PN: 101284871	142981	MC 782 2 DANTZLER COMPLETION	EA			1		51550	51550		
Deepwater Warehouse	Fieldwood	27615.A		SMALL PARTS ROOM	DUAL GAUGE ASSEMBLY, NPQG-ED, TUB/TUB, CABLE HEAD, EDMCR, SLB QCP SCHLUMBERGER, PN: 100482238	139991	MC 698 1 BIG BEND FEED COMPLT	EA			0		112600	0		
Deepwater Warehouse	Fieldwood	28038.A		PUP JOINT RACK-FLOOR	NIPPLE, LANDING; MFR: HALLIBURTON, PN: 101831453, TYP RPT, CONN TYPE YLD BTS-8, BOX X PIN, ID 2.813 IN, OD 3-1/2 IN, MATL GR 13CR110, WT 9.30 lb/ft	139991	MC 698 1 BIG BEND FEED COMPLT	EA			3		3587	10761		
Deepwater Warehouse	Fieldwood	28241.A		PUP JOINT RACK-FLOOR	PUP JOINT, CASING; NOM SZ 5-1/2IN, WT: 20.00lb/ft, MATL GR: 13CR-110, CLASS-MINIMUM YIELD STRENGTH: 11KSI, TOP CONN TYP: SLHT BOX, BOT CONN TYP: SLHT PIN, LG: 2ft, APPLI-SET OF SPACEOUT PUPS, MFR: SUPERIOR ENERGY SERVICES, PN: TB-5.50-20.0-F-E-02			EA			2		2344.48	4688.96		
Deepwater Warehouse	Fieldwood	28364.A		DWW-YARD C-VAN 429796-0	CENTRALIZER SUB, 13.625, 88.20, Q125, TSH 523, TYPE R3600 BST-338, (12) BOW SPRINGS W/ 20.125 OVER BOW, BLACKHAWK, PN: 0101468			EA			15		8636.374667	129545.62		
Deepwater Warehouse	Fieldwood	28367.A		DWW-YARD C-VAN CCLU 667229-9	COLLAR, STOP; TYP: LATCH ON, CASNG OD: 28IN, SPCL FEAT: STSCL, MFR: WEATHERFORD, PN: 9020028 / 502373	203389	MC 339 SILVERGATE DRL	EA			4		175	700		
Deepwater Warehouse	Fieldwood	28371.A		DWW-YARD C-VAN HICU-1481372	COLLAR, FLOAT; TYP: NON ROTATING, CASNG OD: 17-7/8IN, CASNG WT: 93.50lb/ft, MATL GR: P110, CONN TYPE: TSH 521, MFR: WEATHERFORD, PN: L47A05QH5231PG0A002 / 2052579, MN: L47A			EA			1		17553.52944	17553.52944		
Deepwater Warehouse	Fieldwood	28375.A		DWW-YARD C-VAN HICU-1481372	CENTRALIZER SUB GUIDE SHOE, 11.875, 15.620 OD, 71.80, Q125, TSH 523, WEATHERFORD, MOD 549, PN: 54900LQH523Q12A001 / 2075929			EA			1		6454.486667	6454.486667		
Deepwater Warehouse	Fieldwood	28376.A		DWW-YARD C-VAN HICU-1481372	COLLAR, FLOAT; TYP: NON ROTATING, CASNG OD: 11-7/8IN, CASNG WT: 71.80lb/ft, MATL GR: Q125, CONN TYPE: TSH 523, MFR: WEATHERFORD, PN: L47A0LQH523Q12A001 / 2052599, MN: L47A			EA			1		14321.54	14321.54		
Deepwater Warehouse	Fieldwood	28378.A		DWW-YARD C-VAN HICU-1481372	COLLAR, FLOAT, 9.875, 62.80, Q125, TSH 523, NR (NON-ROTAING), W/DOUBLE LARGE BORE FLOW-ACTIVATED ALUMINUM FLAPPRE VALVE, W/AFU TUBE & 3.500 IN BALL, WEATHERFORD, MOD L47A0, PN: L47A0JH523Q12A002			EA			1		11155.26	11155.26		
Deepwater Warehouse	Fieldwood	28381.A		DWW-YARD C-VAN HICU-1481372	COLLAR, FLOAT; CASNG OD: 13-5/8IN, CASNG WT: 88.20lb/ft, MATL GR: TN125HC, CONN TYPE: TSH 523, MFR: WEATHERFORD			EA			1		12081.36	12081.36		
Deepwater Warehouse	Fieldwood	28481.A		OS-R1-53	CONNECTOR, TEST, DRY MATE, MINIATURE, TRONIC QCP, PN: DHCE-T15-AC-01P-000-00	142980	MC 782 1 DANTZLER COMPLETION	EA			2		4500	9000		
Deepwater Warehouse	Fieldwood	28483.A		DWW-YARD	CONTROL LINE, SINGLE, LINE, 0.375, 0.065 WT, INCOLOY 825, WELDED, TRANSAQUA FILLED, METAL DRUM, NOBLE QCP, SCHLUMBERGER, PN: 3D1000000000-4_MSC	139991	MC 698 1 BIG BEND FEED COMPLT	EA			0		10.25	0		
Deepwater Warehouse	Fieldwood	28581.A		DWW-YARD C-VAN HICU-1481372	GUIDE SHOE, 7.750, 46.10, Q125, HYDL 523, WEATHERFORD MOD M212R, PN: 1217209	140521	GC 40 1 KATMAI DEEPENING DRL	EA			1		4932	4932		
Deepwater Warehouse	Fieldwood	28582.A		DWW-YARD C-VAN HICU-1481372	COLLAR, FLOAT, 7.750, 46.10, Q125 NR, HYDL 523, 2-4 BPM, WEATHERFORD MOD M47A, PN: 1264171	140521	GC 40 1 KATMAI DEEPENING DRL	EA			1		11395	11395		
Deepwater Warehouse	Fieldwood	28622.A		PUP JOINT RACK-FLOOR	SUB, X-OVER 4.812 IN - 85A BOX X 4.500 IN, 12.750, BTS-8, PIN, 0.59 FT LG, 9KSI, 13HCR, SUPERIOR ENERGY SERVICES PN: 413.48183C	142981	MC 782 2 DANTZLER COMPLETION	EA			2		1905	3810		
Deepwater Warehouse	Fieldwood	28623.A		PUP JOINT RACK-FLOOR	SUB, DBL PIN W/ 4.500 IN, 12.75, BTS-8 BOX X 5.500 IN, 20, SLHT, PIN X 3.500 IN, 9.3, BTS-8, PIN PKSI 13HCR, SUPERIOR ENERGY SERVICES PN: 413.45551C			EA			2		3097.795	6195.59		
Deepwater Warehouse	Fieldwood	28695.A		MW-AREA 6	ASSEMBLY; TYP: INTERNAL TREE CAP, SPCL FEAT: 10M, WITH 4.767 SSR PREP, MEC SEALS, ANDANTI-ROTATION KEY (SPRING ACTUATED), TEMP V, MATERIAL: CLASS EE-NI, CONNECTION TYPE: PLS-3, SIZE: 18-3/4 IN, MFR: CAMERON, PN: 2182093-04	AFE FW580018	KATMAI/ORLOV/GE NOVESA	EA			1		0	0		
Deepwater Warehouse	Fieldwood	28695.B		MW-R15-FL	ASSEMBLY; TYP: INTERNAL TREE CAP, SPCL FEAT: 10M, WITH 4.767 SSR PREP, MEC SEALS, ANDANTI-ROTATION KEY (SPRING ACTUATED), TEMP V, MATERIAL: CLASS EE-NI, CONNECTION TYPE: PLS-3, SIZE: 18-3/4 IN, MFR: CAMERON, PN: 2182093-04			EA			0		49420	0		
Deepwater Warehouse	Fieldwood	28696.A		MR-GENERAL DWW-YARD C-VAN TTNU77610145G1 (CLIMATE CONTROLLED)	TUBING HANGER, LOWER PLUG, 4.375 IN, HH, INCONEL 718, INCONEL 925 EXPANDER MANDREL, TITANIUM METAL SEAL, CAMERON, PN: 2731385-01	142981	MC 782 2 DANTZLER COMPLETION	EA			0		40530	0		
Deepwater Warehouse	Fieldwood	28696.B			TUBING HANGER, LOWER PLUG, 4.375 IN, HH, INCONEL 718, INCONEL 925 EXPANDER MANDREL, TITANIUM METAL SEAL, CAMERON, PN: 2731385-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA	EA			1		55988.59	55988.59		
Deepwater Warehouse	Fieldwood	28697.A		MR-GENERAL	TREE CAP PLUG, INTERNAL, 4.767 IN, HH, INCONEL 718, INCONEL 925 EXPANDER MANDREL, TITANIUM METAL SEAL, CAMERON, PN: 2731384-01	142981	MC 782 2 DANTZLER COMPLETION	EA			0		20000	0		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	28734.A		MW-R14-3	PROTECTOR,TUBING CLAMP,VIT TYPE,DUAL CHANNELS,LT CHANNEL(LEFT TO RT)(1)0.433 IN X 0.433 IN,(1) 0.433 IN X 0.990 IN,RT CHANNEL(LEFT TO RT)(1)0.410 IN X 0.790 IN,(2)0.660 IN,(ASTM-A-1011) PROTECTOR 47.2 IN,CANNON,PN: 6000-47-81/67 RPDCSVIT	142980	MC 782 1 DANTZLER COMPLETION	EA			13		520.97	6772.61		
Deepwater Warehouse	Fieldwood	28735.A		MW-R14-3	SLEEVE, INSULATOR, POLYURETHANE TYPE FOR 6000-47-81/67 RPDCSVIT PROTECTOR, CANNON, PN: 72036	142980	MC 782 1 DANTZLER COMPLETION	EA			12		642.2	7706.4		
Deepwater Warehouse	Fieldwood	29149.A		MR-1-C	TUBE, 9/16 IN MTM X 0.250 W/ FLUSH FITTING, PETRO TECHNOLOGIES, PN: 120M421 REV R	139991	MC 698 1 BIG BEND FEED COMPLT	EA			0		2313.63	0		
Deepwater Warehouse	Fieldwood	29149.A		MR-1-C	TUBE, 9/16 IN MTM X 0.250 W/ FLUSH FITTING, PETRO TECHNOLOGIES, PN: 120M421 REV R	142980	MC 782 1 DANTZLER COMPLETION	EA			0		2313.63	0		
Deepwater Warehouse	Fieldwood	29150.A		MR-1-C	TUBE, 9/16 IN MTM X 0.500 W/ FLUSH FITTING, PETRO TECHNOLOGIES, PN: 130M091 REV M	142980	MC 782 1 DANTZLER COMPLETION	EA			0		2741.724082	0		
Deepwater Warehouse	Fieldwood	29251.A		MW-R14-3	CLAMP PROTECTOR, TUBING, OVER COUPLING, ABOVE SAFETY VALVE, W/DUAL CHAN,(L TO R) (L) 0.433 X 0.433 ENCAP.TEC,0.433 X 0.990 ENCAP.BUNDLE, (R) 0.410 X 0.790,0.660 ENCAP LINE,25.2 LENGTH,LCS,CANNON SERVICES, PN: 4500-A-81/67RPDC, DRW: 498, 499	142980	MC 782 1 DANTZLER COMPLETION	EA			6		122.0020766	732.0124594		
Deepwater Warehouse	Fieldwood	29253.A		BW-R5-3	CLAMP PROTECTOR, TUBING, OVER COUPLING, ABOVE SAFETY VALVE, W/DUAL CHAN, (L TO R) (L) 0.433 X 0.433 ENC.TEC,0.433 X 0.990 ENC.BUNDLE, (R) 0.410 X 0.790,0.660 ENCAP LINE,25.2 LENGTH,LCS,CANNON SERVICES, PN: 6000-A-81/67RPDC DRW:NOB-503,504	142980	MC 782 1 DANTZLER COMPLETION	EA			5		134.1	670.5		
Deepwater Warehouse	Fieldwood	29254.A		BW-R5-3	CLAMP, TUBING, MID JOINT, ABOVE SAFETY VALVE, W/DUAL CHAN, (L TO R) (L) 0.433 X 0.433 ENCAP.TEC,0.433 X 0.990 ENCAP.BUNDLE, (R) 0.410 X 0.790,0.660 ENCAP LINE,25.2 LENGTH,LCS,CANNON SERVICES, PN: 5500-A-81/67RPDC, DRW: NOB-505, 506	142980	MC 782 1 DANTZLER COMPLETION	EA			2		67.15	134.3		
Deepwater Warehouse	Fieldwood	30007.A		OS-R1-S3	CONNECTOR, TEST, DRY MATE, MINIATURE, TRONIC QCP, PN: DHCE-T16-AC-015-000-00	142980	MC 782 1 DANTZLER COMPLETION	EA			1		6250	6250		
Deepwater Warehouse	Fieldwood	30008.A		OS-R1-S3	CONNECTOR, TEST, TRONIC QCP, PN: DHCE-T23-AA-015-000-00	142980	MC 782 1 DANTZLER COMPLETION	EA			1		8250	8250		
Deepwater Warehouse	Fieldwood	31062.A		CAN RACK FLOOR	MANDREL, SOLID GAUGE, 4.500, 13CR, 15.5 PPF, 95 KSI, BTS-6 PIN X PIN, FOR NHQ-ED, DUAL GAUGE, SCHLUMBERGER, PN: 101284871	142981	MC 782 2 DANTZLER COMPLETION	EA			1		51550	51550		
Deepwater Warehouse	Fieldwood	31225.A		DWW-YARD	VALVE:TYP-FORMATION ISOLATION,CONN 1 SZ:7.813IN,CONN 2 SZ:3.7IN,OD:9-5/8IN,MATL GR:13CR,MFR:SCHLUMBERGER,PN:100535565,MN-FIV-II-9X	139991	MC 698 1 BIG BEND FEED COMPLT	EA			1		365000	365000		
Deepwater Warehouse	Fieldwood	32774.A		BW-AREA 3	CROSSOVER, CASING;TOP CONN SZ:10-3/4IN,TOP CONN WT:73.20lb/ft,TOP CONN TYP:HC, MAC II, BOX,BOT CONN SZ:10-1/8IN,BOT CONN WT:79.22lb/ft,BOT CONN TYP:SLSF, PIN,MATL GR:TN-125/HCQ-125,LG-5ft	138970	MC 782 1 DANTZLER D&E	EA			1		15837	15837		
Deepwater Warehouse	Fieldwood	32818.A		CR TIER 1	BLAST JOINT, S/C, 3.500 IN, 9.30, 3.859 OD, 13CR110, BTS-8, (20 FT.)	142981	MC 782 2 DANTZLER COMPLETION	EA			2		8149	16298		
Deepwater Warehouse	Fieldwood	32821.A		DWW-YARD	JOINT;SPCL FEAT-SIZE: 3-1/2 IN, WEIGHT: 9.20 LB, MATERIAL GRADE: 13CR110, CONNECTION TYPE: VAM FIL	142981	MC 782 2 DANTZLER COMPLETION	EA			1		3835	3835		
Deepwater Warehouse	Fieldwood	32822.A		PUP JOINT RACK-FLOOR	CASING X-OVER, SUB, 4.500 IN, 15.50, 13CR95, BTS-6 BOX X 3.500 IN, 9.30, BTS-8 PIN X 14.000 IN	142981	MC 782 2 DANTZLER COMPLETION	EA			1		1320	1320		
Deepwater Warehouse	Fieldwood	32822.A		PUP JOINT RACK-FLOOR	CASING X-OVER, SUB, 4.500 IN, 15.50, 13CR95, BTS-6 BOX X 3.500 IN, 9.30, BTS-8 PIN X 14.000 IN			EA			1		859.65	859.65		
Deepwater Warehouse	Fieldwood	33269.A		PUP JOINT RACK- TIER 1	CROSSOVER, CASING;TYP-SUB,TOP CONN SZ:5-1/2IN,TOP CONN WT:29.70lb/ft,TOP CONN TYP-VAM ACE PIN,BOT CONN SZ:5-1/2IN,BOT CONN WT:23.00lb/ft,BOT CONN TYP-BTS-6 PIN,MATL GR:13CR110,LG:4ft	139991	MC 698 1 BIG BEND FEED COMPLT	EA			1		7015	7015		
Deepwater Warehouse	Fieldwood	33270.A		PUP JOINT RACK-TIER 4	JOINT;TYP-COMBO, UPPER,SPCL FEAT-SIZE: 5-1/2 IN, WEIGHT: 23 LB, MATERIAL GRADE: 13CR95, CONNECTION: BTS-6, LENGTH: 12 FT (6 FT PROFILED BOX)			EA			1		8197.87	8197.87		
Deepwater Warehouse	Fieldwood	33270.A		PUP JOINT RACK-TIER 5	JOINT;TYP-COMBO, UPPER,SPCL FEAT-SIZE: 5-1/2 IN, WEIGHT: 23 LB, MATERIAL GRADE: 13CR95, CONNECTION: BTS-6, LENGTH: 12 FT (6 FT PROFILED BOX)	139991	MC 698 1 BIG BEND FEED COMPLT	EA			1		12588	12588		
Deepwater Warehouse	Fieldwood	33271.A		PUP JOINT RACK-TIER 4	JOINT;TYP-COMBO, LOWER,SPCL FEAT-SIZE: 5-1/2 IN, WEIGHT: 23 LB/FT, MATERIAL GRADE: 13CR95, CONNECTION: BTS-6, LENGTH: 12 FT (6 FT PROFILED PIN)			EA			1		8197.87	8197.87		
Deepwater Warehouse	Fieldwood	33282.A		BW-R5-3	SLEEVE, INSULATOR, POLYURETHANE TYPE, 20 LBS, CANNON SERVICES, PN: 72051, DRW: NOB-476, FOR 7.000 IN X 5.50 IN VIT	139991	MC 698 1 BIG BEND FEED COMPLT	EA			12		592.15	7105.8		
Deepwater Warehouse	Fieldwood	33294.A		DWW-YARD C-VAN 433422-0	CENRALIZER SUB, 9.875 IN, 62.80 PPF, Q125 HC, TSH 523, BST-25, MODEL: R3600, BLACKHAWK, PN: 0101504-A			EA			0		7120.2708	0		
Deepwater Warehouse	Fieldwood	33294.A		DWW-YARD C-VAN 4661048-400T-This C-Van Scrapped and sold to Louisiana Scrap 03/19/19	CENRALIZER SUB, 9.875 IN, 62.80 PPF, Q125 HC, TSH 523, BST-25, MODEL: R3600, BLACKHAWK, PN: 0101504-A			EA			0		7120.2708	0		
Deepwater Warehouse	Fieldwood	33413.A		DWW-YARD	JOINT;TYP-PRODUCTION TUBING,SPCL FEAT-SIZE: 3-1/2 IN, WEIGHT: 9.2 LB/FT, HYPER, MATERIAL GRADE: 13CR110, CONNECTION TYPE: VAM FIL, TUNGSTEN CARBIDE COATED	142981	MC 782 2 DANTZLER COMPLETION	EA			3		7633.333333	22900		
Deepwater Warehouse	Fieldwood	33926.A		DWW-YARD C-VAN HICU-1481372	GUIDE SHOE, CENTRALIZER, 9.875 IN, 62.80H, HCQ-125, 549R HYD 523, 365 (0.171) BOWS, 13.500 IN OD, CONCENTRIC CEMENT NOSE W/6.03 IN ID AND 0.375 IN ALUM BAR, DRIFT 8.500/OD 10.625, WEATHERFORD, PN: 549R0JQHS23Q12A001			EA			1		7450.466667	7450.466667		
Deepwater Warehouse	Fieldwood	34130.A		PR-R1-2	CONNECTOR, PLUG, DRY MATE, (TEC TO HANGER), TRONIC QCP, PN: DHCE-A51-BQ-015-ALL-HN	142980	MC 782 1 DANTZLER COMPLETION	EA			0		12550	0		
Deepwater Warehouse	Fieldwood	34130.A		PR-R1-2	CONNECTOR, PLUG, DRY MATE, (TEC TO HANGER), TRONIC QCP, PN: DHCE-A51-BQ-015-ALL-HN	142981	MC 782 2 DANTZLER COMPLETION	EA			0		18610	0		
Deepwater Warehouse	Fieldwood	34449.A		BW-AREA 2	CLAMP, TUBING,MID JOINT,W/STANDOFF,(LEFT TO RIGHT)11MMX11MM ENCAP TEC,0.660IN OD ENCAP CI LINE(LOWER),0.535 IN OD ENCAP CI LINE(UPPER),25.2IN LENGTH,LOW CARBON STEEL,CANNON SERVICES,PN:6090-8-68PG1.53XT, DRAW NOB5358,5368	139991	MC 698 1 BIG BEND FEED COMPLT	EA			2		1005.25	2010.5		
Deepwater Warehouse	Fieldwood	34553.A		BW-AREA 3	SUB, RUPTURE DISC, 16.000 IN, 97.00, Q-125, HYDRIL 511, PIN X BOX X 4 FT W/ 2 PORTS 180 DEGREES APART AND EPDR DISKS INSERTED, RATED AT 1600 PSIG AT 150 DEGREES FARENHEIT W/ 7000 PSIG BACK PRESSURE	201560	GC 40 02 Katmai 2	EA			1		33978.07	33978.07		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	35044.A		MR-1-A	DISK, TYPE: RUPTURE, EXTERNAL, MFG: FISK, PN: A9034-7, 1600 PSIG AT 150 DEG F W/7000 PSID MINIMUM BACK PRESSURE, APPL: FOR HUNTING EQUIPMENT			EA			2		5268.85	10537.7		
Deepwater Warehouse	Fieldwood	35048.A		DWW-YARD	JOINT-SPL: FEAT-NOMINAL SIZE: 5-1/2 IN, WEIGHT: 23 LB, MATERIAL GRADE: 13CR95, CONNECTION TYPE: VAM, FIL, WITH PRODUCTION TUBING (LG: 30 FT) ASSEMBLY, CENTRALIZER, SUB, 13.625 IN, R3600, BST-25, (14) BOW SPRING, 18.625 IN OVER BOW, TEANRISHYDRIL WEDGE 523, DOPELESS, 88.20 PPF, API Q125, BLACKHAWK, PN: 0101468	139991	MC 698 1 BIG BEND FEED COMPLT	EA			4		4396.5	17586		
Deepwater Warehouse	Fieldwood	35536.A		DWW-YARD C-VAN 429796-0	ASSEMBLY, CENTRALIZER, SUB, 13.625 IN, R3600, BST-25, (14) BOW SPRING, 18.625 IN OVER BOW, TEANRISHYDRIL WEDGE 523, DOPELESS, 88.20 PPF, API Q125, BLACKHAWK, PN: 0101468			EA			8		8889.644444	71117.15556		
Deepwater Warehouse	Fieldwood	35536.A		DWW-YARD C-VAN 43422-0	CENTRALIZER, SUB, 11.875 IN, R3600, BST-25B, (12) BOW SPRING, 16.750 IN OVER BOW, TENARISHYDRIL WEDGE 523, DOPELESS, 71.80 PPF, API Q125, BLACKHAWK, PN: 0101781			EA			1		8889.644444	8889.644444		
Deepwater Warehouse	Fieldwood	35537.A		BW-AREA 3	CENTRALIZER, SUB, 11.875 IN, R3600, BST-25B, (12) BOW SPRING, 16.750 IN OVER BOW, TENARISHYDRIL WEDGE 523, DOPELESS, 71.80 PPF, API Q125, BLACKHAWK, PN: 0101781	144040	MC 948 4 GUNFLINT D&E	EA			2		12624.78494	25249.56988		
Deepwater Warehouse	Fieldwood	35537.A		BW-AREA 3	CENTRALIZER, SUB, 11.875 IN, R3600, BST-25B, (12) BOW SPRING, 16.750 IN OVER BOW, TENARISHYDRIL WEDGE 523, DOPELESS, 71.80 PPF, API Q125, BLACKHAWK, PN: 0101781			EA			5		7948.575556	39742.87778		
Deepwater Warehouse	Fieldwood	35537.A		BW-AREA 3	CENTRALIZER, SUB, 11.875 IN, R3600, BST-25B, (12) BOW SPRING, 16.750 IN OVER BOW, TENARISHYDRIL WEDGE 523, DOPELESS, 71.80 PPF, API Q125, BLACKHAWK, PN: 0101781	203389	MC 339 SILVERGATE DRL	EA			2		12205.20556	24410.41111		
Deepwater Warehouse	Fieldwood	35538.A		DWW-YARD C-VAN 402189-0	CENTRALIZER, SUB, 9.875 IN, R3600, BST-25, (8) BOW SPRING, 14.875 IN OVER BOW, TENARISHYDRIL WEDGE 523, DOPELESS, 62.80 PPF, API Q125, BLACKHAWK, PN: 0101780			EA			7		5767.368571	40371.58		
Deepwater Warehouse	Fieldwood	35538.A		DWW-YARD C-VAN 402189-0	CENTRALIZER, SUB, 9.875 IN, R3600, BST-25, (8) BOW SPRING, 14.875 IN OVER BOW, TENARISHYDRIL WEDGE 523, DOPELESS, 62.80 PPF, API Q125, BLACKHAWK, PN: 0101780	203389	MC 339 SILVERGATE DRL	EA			4		8855.92	35423.68		
Deepwater Warehouse	Fieldwood	35538.A		DWW-YARD C-VAN 402189-0	CENTRALIZER, SUB, 9.875 IN, R3600, BST-25, (8) BOW SPRING, 14.875 IN OVER BOW, TENARISHYDRIL WEDGE 523, DOPELESS, 62.80 PPF, API Q125, BLACKHAWK, PN: 0101780	142843	MC 782 2 DANTZLER	EA			2		8855.92	17711.84		
Deepwater Warehouse	Fieldwood	35538.A		DWW-YARD C-VAN 045905	CENTRALIZER, SUB, 9.875 IN, R3600, BST-25, (8) BOW SPRING, 14.875 IN OVER BOW, TENARISHYDRIL WEDGE 523, DOPELESS, 62.80 PPF, API Q125, BLACKHAWK, PN: 0101780	201560	GC 40 02 Katmai 2	EA			2		8855.92	17711.84		
Deepwater Warehouse	Fieldwood	35650.A		MR-5-D	RING-TYP-EXPANDING NO-GO-ID-5-1/4IN,APPLN-SSR WIRELINE ISOLATION SLEEVE,MFR:CAMERON,PN:2748112-01			EA			1		1782.95	1782.95		
Deepwater Warehouse	Fieldwood	36234.A		PUP JOINT RACK-FLOOR	PLUG, BULLNOM 52.5-1/2IN,CONN TYPE:VAM FIL BOX,WT:9.20lb/l,MATL GR:13HCR,SPL FEAT-OD: 3-1/2 IN, MINIMUM YIELD STRENGTH: 15 KSLMFR-SUPERIOR ENERGY SERVICES,PN:413.55349C	139991	MC 698 1 BIG BEND FEED COMPLT	EA			2		1242.5	2485		
Deepwater Warehouse	Fieldwood	36235.A		PUP JOINT RACK-FLOOR	PLUG, BULLNOM 52.5-1/2IN,CONN TYPE:SLHT BOX,WT:20.00lb/l,MATL GR:13HCR,SPL FEAT-OD: 6.062 IN, MINIMUM YIELD STRENGTH: 15 KSLMFR-SUPERIOR ENERGY SERVICES,PN:413.55019C	139991	MC 698 1 BIG BEND FEED COMPLT	EA			2		1670	3340		
Deepwater Warehouse	Fieldwood	38048.A		DWW-YARD	PUP JOINT, 10.125 IN, 79.22W, HCQ-125, HUNTING, SLF, PIN X BOX, (18 FT)			EA			1		3930.47	3930.47		
Deepwater Warehouse	Fieldwood	38624.A		DWW-YARD C-VAN HJCU-1339199	EYE, LIFTING, 50 TON, STANDARD DUTY, FOR 17 TON SHACKLE, DRILL-QUIP, PN: 2-304782-02			EA			0		421.4841667	0		
Deepwater Warehouse	Fieldwood	38698.A		DWW-YARD C-VAN HJCU-1481372	CENTRALIZER, SUB, 14.000 IN, GS, 549, Q125, HYDRIL 523, 113.0, 19.50 OD, WEATHERFORD, PN: 2245955			EA			1		7199.51	7199.51		
Deepwater Warehouse	Fieldwood	40232.A		PR-R1-2	KIT, RE-DRESS, FOR TRONIC DRY-MATE PLUG CONNECTOR, TEC TO HANGER, TRONIC QCP, SCHLUMBERGER, PN: BNK-TC6A-555	142980	MC 782 1 DANTZLER COMPLETION	EA			0		11892	0		
Deepwater Warehouse	Fieldwood	40269.A		MR-1-C	CROSSOVER, FITTING, 0.375 IN PTI MALE X 0.500 IN PTI FEMALE, (2) VITON O-RINGS, 0.500 IN VITON PLUS ASSY, 0.500 IN FRONT/REAR FERRULE, 0.500 IN PTM NIPPLE,PETRO TECHNOLOGIES, PN: 170M371	142981	MC 782 2 DANTZLER COMPLETION	EA			0		2748.04	0		
Deepwater Warehouse	Fieldwood	40555.A		MR-5-F	WHIP, TEST, ELECTRICAL, 7-WAY FLYING RECEPTACLE, SOCKETS, PINS, W/ PIGTAILS, MFR: TELEDYNE, PN:1110542, SUP-AKER, MN: 10121123						4		3526	14104		
Deepwater Warehouse	Fieldwood	40565.A		MR-2-C	CAP, PROTECTION, UNIVERSAL, W/ HANDLE, ROV FLYING, MFR: TELEDYNE, PN: 1110544, SUP: AKER, MN: 10055384	AFE FW193007	TROIKA				0		1626	0		
Deepwater Warehouse	Fieldwood	40572.A		MW-R14-1	PLATE, TESTING/FLUSHING REMOVABLE, 12-WAY FOR OUTBOARD MULTI-QUICK CONNECTION P/N 10111225	AFE FW193004	TROIKA				1		31828	31828		
Deepwater Warehouse	Fieldwood	40692.A		VERTICAL RACK	VALVE, SAFETY, SUBSURFACE, 5.500 IN, 26.0W, 3.562 RPT, VAM TOP HC PIN X PIN, API 14A/ISO 10432 CLASS 2, 15000 PSI, VITON ORINGS, MF TEFLON SEAT, MP35N SPRING, 300 DEG F MAX WORKING TEMP, SCHLUMBERGER	143752	MC 948 4 GUNFLINT COMPLETION/L GC 40 1 KATMAI	EA			0		743000	0		
Deepwater Warehouse	Fieldwood	40906.A		BW-AREA 3	TYP-HYDRIL 513 PIN,BOT CONN TYP-HYDRIL 513 BOX,LG:5ft	140829	MC 782 1 DANTZLER COMPLETION	EA			1		3316.55	3316.55		
Deepwater Warehouse	Fieldwood	41084.A		BW-R5-3	CLAMP,TUBING,MID JOINT,W/STANDOFF,BLOW THE SCSV W/DUAL CHAN,(L TO R)0.433X0.433 ENCAP TEC,0.433X0.990 ENCAP BUNDLE,(R)0.660 ENCAP LINE,25.2 IN GUARD LENGTH,1CS,8.79IN CALC COMB RUN OD,CANNON,PN: 5125-A-81/67RP DCG2.17XT	142980	MC 782 1 DANTZLER COMPLETION	EA			2		1675	3350		
Deepwater Warehouse	Fieldwood	41085.A		BW-R5-3	CLAMP, PROTECTOR, SPLICE, TUBING,0.433X0.433 ENCAP TEC,0.433X0.990ENCAP BUNDLE,ASTM-A-1011,40.2IN CLAMP LENGTH,CANNON, PN: 4500-40-81/12/81	142980	MC 782 1 DANTZLER COMPLETION	EA			5		1005.25	5026.25		
Deepwater Warehouse	Fieldwood	41086.A		BW-R5-3	CLAMP,PROTECTOR,SPLICE,TUBING, 0.433X0.433 ENCAP TEC,0.433X0.990 ENCAP BUNDLE,ASTM-A-1011,40.2IN CLAMP LENGTH,CANNON, PN: 6000-40/C-81-12-81/67RPDC	142980	MC 782 1 DANTZLER COMPLETION	EA			3		1115.3	3345.9		
Deepwater Warehouse	Fieldwood	41391.A		MR-1-A	SEAL, METAL, MSBMS-II-UD BODY, F/5-15K HANGER, INCONEL 625, SILVER PLATED, 4.686 OD X 3.913 ID, 0.450 LG, F/HALLIBURTON CROWN PLUG, PN: P1000011680	140528	MC 948 GUNFLINT LONG LEAD	EA			1		2364	2364		
Deepwater Warehouse	Fieldwood	41393.A		MR-2-E	SEAL, METAL, SBMS-II BODY, F/18 0.750-15K HANGER, INCONEL 718, SILVER PLATED, 16.734/16.739 OD X 15.701/15.706 ID, UPPER GALLEY SEAL F/EXHT TUBING HANGER, FMC, PN: P207484	140528	MC 948 GUNFLINT LONG LEAD	EA			3		14836	44508		
Deepwater Warehouse	Fieldwood	42096.B		MW-AREA 1	ASSEMBLY, JUNCTION PLATE, IWOCs, 12-WAY REMS/12L, UO, AKER, PN: BB11-000728-15	142981	MC 782 2 DANTZLER COMPLETION	EA			1		62637	62637		
Deepwater Warehouse	Fieldwood	42096.C		MW-AREA 1	ASSEMBLY, JUNCTION PLATE, IWOCs, 12-WAY REMS/12L, UO, AKER, PN: BB11-000728-15	142981	MC 782 2 DANTZLER COMPLETION	EA			1		62637	62637		
Deepwater Warehouse	Fieldwood	42097.A		MW-R17-3	ASSEMBLY, JUNCTION PLATE, FIXED, 12-WAY, FLUSHING, UO, AKER, PN: BB11-000728-03	142981	MC 782 2 DANTZLER COMPLETION	EA			1		52032	52032		
Deepwater Warehouse	Fieldwood	43377.A		DWW-YARD C-VAN HLXU 616220-6	ASSEMBLY, PROD. TUBING HANGER, 4.000 IN - 10M, W/ 5.000 IN SIDE OUTLET, 4.375 IN,SSR WIRELINE, PLS-3, 5.500 X 26.000 VAM TOPBOX CONNECTION, (7) CONTROL LINES, SINGLE PIN ELEC, CAMERON	142981	MC 782 2 DANTZLER COMPLETION	EA			0		696270.8	0		
Deepwater Warehouse	Fieldwood	43387.A		DWW-YARD	ELECTRIC CONTROL LINE, GAUGE TEC, 0.049 WT, INC 825, ENCAPSULATED, SLB QCP, SCHLUMBERGER, PN: P486119	142980	MC 782 1 DANTZLER COMPLETION	FT			12500		7.95	99375		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	43663.A		MW-AREA 3	HANGER, LINER, EXPANDABLE, VERSAFLEX, QUICK-LOCK, 11.875 IN, 71.8#, HCQ-125, HYD 523 X 14.000 IN, 113#, HCQ-125, HYD 523, HALLIBURTON, PN: 101918791	201560	GC 40 02 Katmai 2	EA			1		133000	133000		
Deepwater Warehouse	Fieldwood	43882.A		PUP JOINT RACK-TIER 1	SUB, CROSSOVER, 5.500 IN, 26#, HYPER 13CR110, VAM TOP PIN X 6.000 IN, 30.90#, VAM TOP, KP PIN X 4 FT	142980	MC 782 1 DANTZLER COMPLETION	EA			1		5526	5526		
Deepwater Warehouse	Fieldwood	43920.A		PUP JOINT RACK-TIER 1	PUP JOINT, CROSSOVER, 5.500 IN, 23#, HYPER 13CR110, BTS-6, BOX X 6.000 IN, 30.90#, VAM TOP, KP, PIN X 4 FT	142980	MC 782 1 DANTZLER COMPLETION	EA			1		5021	5021		
Deepwater Warehouse	Fieldwood	43929.A		PUP JOINT RACK-TIER 5 DWW-YARD C-VAN HCUJ 1481372	COUPLING, FLOW, 4.500 IN, 13.50#, HYPER 13CR110, BTS-8, BOX X 4.500 IN, 15.50#, BTS-6, PIN, CROSSOVER X 8 FT	142980	MC 782 1 DANTZLER COMPLETION	EA			1		6680	6680		
Deepwater Warehouse	Fieldwood	44154.A			CENTRALIZER SUB, ROT, 7.750 IN, 541R, Q125HYDRIL 523, 46.10, 11.25 OD, WEATHERFORD, PN: 1217216	140521	GC 40 1 KATMAI DEEPENING DRL	EA			2		7232	14464		
Deepwater Warehouse	Fieldwood	44727.B		DWW-YARD	REEL, FLYING LEAD, HYDRAULIC, DEPLOYMENT AND INSTALLATION, CARBON STEEL, COATED, W/ 4 WAY LIFTING SLING, STACKABLE, OCEANEERING, PN: 119075-034951 REV AB	139351	MC 698 BIG BEND EXECUTE AFE	EA			3		36607.5	109822.5		
Deepwater Warehouse	Fieldwood	44727.B		DWW-YARD	REEL, FLYING LEAD, HYDRAULIC, DEPLOYMENT AND INSTALLATION, CARBON STEEL, COATED, W/ 4 WAY LIFTING SLING, STACKABLE, OCEANEERING, PN: 119075-034951 REV AB	128021	MC 519 DESIGN	EA			0		36607.5	0		
Deepwater Warehouse	Fieldwood	44734.B		DWW-YARD	FLYING LEAD, HYDRAULIC, M1 REMOVABLE PLATE, EACH END W/ 13 EA: 0.500 IN RS FEMALE COUPLERS, 0.500 IN SUPER DUPLEX TUBE STUBS, 15K PSI, CS COATED TERMINATION ASSY, 9 SEGMENT VERTEBRATE BEND RESTRICTOR, TUBE SECURING ARMOR POT, 200 FT, OCEANEERING	128021	MC 519 DESIGN	EA			1		124653.75	124653.75		
Deepwater Warehouse	Fieldwood	44737.A		MW-R3-1	FLYING LEAD, ELECTRICAL, ROV, 200 FT, INCLUDES: 7-WAY CABLE END PLUG(PINS) W/45 DEG INTEGRAL TERMINATION TITANIUM CP PN:1025114, 200 FT 4-WAY FLUID FILLED HOSE ASSY 14 AWG, 7-WAY RECEPTACLE(SOCKETS) PN:1025089.ODI, PN:1050822	128021	MC 519 DESIGN	EA			1		13746	13746		
Deepwater Warehouse	Fieldwood	44749.B		DWW-YARD C-VAN HLXU 616220-6	BORE, W/ 9/16 IN AUTOCLAVE PORT, PMT W/ 6 ANODES, (PLUG W/ 2 O-RINGS), CAMERON, PN: 2181509-06	128021	MC 519 DESIGN	EA			1		67041	67041		
Deepwater Warehouse	Fieldwood	45223.E		DWW-YARD	SUPERIOR ENGINE, 1,600 HP, F/COMPRESSOR, MN: 2408G, SN: 33268			EA			1		0	0		
Deepwater Warehouse	Fieldwood	45240.A		DWW-YARD C-VAN CPU 030112-0	ASSY, FLOODING CAP, 8.000 IN, 10K, CVC HUB, PN: 2165232-05	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			1		127425	127425		
Deepwater Warehouse	Fieldwood	45241.A		DWW-YARD C-VAN HLXU 616220-6	ASSY, DEBRIS CAP, 6 IN, W/ PMT INTERFACE, PN: 2236048-04	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			3		9756	29268		
Deepwater Warehouse	Fieldwood	45250.A		MW-R17-FL	FUNNEL, MFG: CLAMPON, PN: 924-16822-002, TYPE: DEEPWATER FUNNEL & CLAMP, APPU: FOR ACOUSTIC SAND, SPEC: AKS PN: 8B15-000450-46 REV 1	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			0		9664	0		
Deepwater Warehouse	Fieldwood	45252.A		BW-R3-2	ASSY, BORE PROTECTOR, 9.407 DIA, BORE NOM, PN: 2141626-10	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			1		90485	90485		
Deepwater Warehouse	Fieldwood	45253.A		MR-GENERAL	SET, SCM TEST, 9600 BAUD, W/SOFTWARE, PN: 6000000649			EA			0		112934.32	0		
Deepwater Warehouse	Fieldwood	45254.A		MW-R3-3	EFL, 4-WAY, EDU-TREE, 600 FT, PN: 6000000659	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			1		50934	50934		
Deepwater Warehouse	Fieldwood	45255.A		MW-R17-1	PLATE, MQC, OB, MARINE GROWTH COVER, 12-W, PN: 6000001101	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			2		110390.3	220780.6		
Deepwater Warehouse	Fieldwood	45259.A		MR-3-D	COVER, ODI ELECTRICAL, DUMMY POD, PN: 6000001111	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			2		151110	302220		
Deepwater Warehouse	Fieldwood	45265.C		MW-R16-1	ASSY, MQC PLATE, IWOCs, REM, 12-WAY/LINE F/ ST-12, AKER, PN: 10058761	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			0		25272.5	0		
Deepwater Warehouse	Fieldwood	45276.A		MW-AREA 5	ASSY, PRE-FAT PRODUCTION, G2 TUBING HANGER, F/ ST-13			EA			0		5466.49	0		
Deepwater Warehouse	Fieldwood	45311.B		DWW-YARD	FLYING LEAD, THERMO-PLASTIC HYDRAULIC (TPHFL), HDU, 8-WAY, W/ADDED FLOATATION MODULE, 275 FT			EA			1		186608.96	186608.96		
Deepwater Warehouse	Fieldwood	45500.A		DWW-YARD	TUBING, PRODUCTION, 3.500 IN, 9.3#, 13CR95, BTS-8	139991	MC 698 1 BIG BEND FEED COMPLT	FT			126		36.5	4599		
Deepwater Warehouse	Fieldwood	45502.A		BW-R6-FL	SLEEVE, LOCK DOWN, (LDS), CONFIRMATION TOOL, 27.000 IN DIA, ANODIZED ALUMINUM TOP PLATE, PLATE BOLTED TO DELRIN LEGS CONNECTED TO A DELRIN BOTTOM PLATE, FITS WELLHEAD AT 8.77IN, W/PELICAN SHIPPING BOX, FUGRO	142981	MC 782 2 DANTZLER COMPLETION	EA			2		10400	20800		
Deepwater Warehouse	Fieldwood	45586.B		MR-GENERAL	KIT, VALVE, 3-WAY, INCLUDES SPEC SHEET, OMM AND MOR DOC, OCEANEERING FORGING, STRESS JOINT, RTI ENERGY SYSTEMS, DOCUMENT NUMBER: GUN-SS-SF-RIS-SOW-0001	142981	MC 782 2 DANTZLER COMPLETION	EA			2		5887.5	11775		
Deepwater Warehouse	Fieldwood	45667.A		DWW-YARD	MC 948 GUNFLINT LONG LEAD	140528	MC 948 GUNFLINT LONG LEAD	EA			1		431151	431151		
Deepwater Warehouse	Fieldwood	45989.A		DWW-YARD DWW-YARD C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	PUP JT, 7.750 IN, 46.10#, HCQ125, TSH, 523 BXP @ 23 (25 FT)	140521	GC 40 1 KATMAI DEEPENING DRL	EA			1		6220	6220		
Deepwater Warehouse	Fieldwood	46449.A			MODULE, SUBSEA CONTROL, FOR GALAPAGOS, CAMERON, PN: 223053-61	131068	MC 519 FABRICATION	EA			0		928557	0		
Deepwater Warehouse	Fieldwood	46461.A		DWW-YARD C-VAN 429796	CAP, PRESSURE, FEMALE, FITTED W/A 2-WAY 0.500IN BALL VALVE AND 0.500 FT HOT STAB, API 170, TYPE A, MODEL: UH-575-550, UNITECH, PN: 31915	139057	MC 948 GUNFLINT DEVELOPMENT	EA			1		102794.75	102794.75		
Deepwater Warehouse	Fieldwood	46464.A		MR-5-C	KIT, SEAL, MODEL: UH-575/550, UNITECH, PN: 25491	139057	MC 948 GUNFLINT DEVELOPMENT	EA			6		7362.5	44175		
Deepwater Warehouse	Fieldwood	46465.A		DWW-YARD C-VAN DNVU-2051995	KIT, TOOL, MODEL: UH-575/550, UNITECH, PN: 25492	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		9500	9500		
Deepwater Warehouse	Fieldwood	46465.A		MR-5-C	KIT, TOOL, MODEL: UH-575/550, UNITECH, PN: 25492	139057	MC 948 GUNFLINT DEVELOPMENT	EA			2		12112.5	24225		
Deepwater Warehouse	Fieldwood	46465.A		MR-5-C	KIT, TOOL, MODEL: UH-575/550, UNITECH, PN: 25492	139057	MC 948 GUNFLINT DEVELOPMENT	EA			1		12112.5	12112.5		
Deepwater Warehouse	Fieldwood	46466.A		MR-1-F	CAP, PROTECTION, FOR FEMALE CONNECTOR UH-575/550, UNITECH, PN: 27387	139057	MC 948 GUNFLINT DEVELOPMENT	EA			2		8692.5	17385		
Deepwater Warehouse	Fieldwood	46467.A		MR-1-F	PLUG, PROTECTION, FOR MALE CONNECTOR UH-575/550, UNITECH, PN: 27388	139057	MC 948 GUNFLINT DEVELOPMENT	EA			2		8312.5	16625		
Deepwater Warehouse	Fieldwood	46468.A		DWW-YARD C-VAN DNVU-2051995	CASE, PELICAN, FOR STORAGE OF FEMALE CONNECTOR 32392, UNITECH, PN: 32060	142679	MC 782 DANTZLER DEVELOPMENT	EA			2		2500	5000		
Deepwater Warehouse	Fieldwood	46586.A		DWW-YARD C-VAN CCLU 667229-9	INSER, CHOKER RETRIEVABLE ADJUSTABLE HRV P35-15K, GALAPAGOS SPARE, CV 94 FLOW TRIM SCB TUNGSTEN CARBID, W/STAINLESS CARRIERS, VERTICAL CLAMP ACCESS 180 DEG, W/API 170 CLASS 5 DRIVE INTERFACE, FOR MATER FLO VALVE, MASTER FLO, PN: 42005-016-02	128021	MC 519 DESIGN	EA			1		151025	151025		
Deepwater Warehouse	Fieldwood	46638.A		DWW-YARD	STEEL TUBE FLYING LEAD (STFL), 7 LINE, 12 WAY AKER X 14 WAY OIE M1, 60M, (1+1 SPARE), AKER SOLUTIONS, PN: 10233216	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			1		127242	127242		
Deepwater Warehouse	Fieldwood	46641.A		DWW-YARD	STEEL TUBE FLYING LEAD (STFL), 9 LINE, 12 WAY AKER X 14 WAY OIE M1, 60 M (1+1 SPARE), AKER SOLUTIONS, PN: 10233217	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			0		135732	0		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	46643.A		DWW-YARD-C-VAN CPU 03011222G1	SAND DETECTOR, ACOUSTIC, CLAMP-ON X 6 WAY ODI MALE, 60M, AKER SOLUTIONS, NEW PN: 10243498,OLD PN:10233219	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			0		107180	0		
Deepwater Warehouse	Fieldwood	46645.A		MW-R5-2	ELECTRICAL FLYING LEAD, ODI 90 DEG, 8 WAY MALE X 8 WAY FEMALE, 60M (1+1 SPARE), PN: 8B15-000778-20	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			1		32766	32766		
Deepwater Warehouse	Fieldwood	46646.A		DWW-YARD-C-VAN 433422.0	ELECTRICAL FLYING LEAD, ODI 90 DEG, 4 WAY MALE X 4 WAY FEMALE, 60M (15+2 SPARE), PN: 8B15-000776-20	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			2		34215	68430		
Deepwater Warehouse	Fieldwood	46660.B		DWW-YARD C-VAN 2051995	CONNECTOR, TEST, 8 WAY, ODI FEMALE, W/PIGTAIL, AKER SOLUTIONS, PN: 8B15-000695-37	141585	MC 698 BIG BEND LONG LEADS	EA			0		1661.25	0		
Deepwater Warehouse	Fieldwood	46673.A		BW-AREA 3	LIFT SUB, 6.625 IN OD, S-135, W/4.500 IN IF PIN	142981	MC 782 2 DANTZLER COMPLETION	EA			2		14277	28554		
Deepwater Warehouse	Fieldwood	46764.B		MW-R15-2	ASSEMBLY, FLUSHER, DUAL PATH, LF/LF CONFIGURATION, ROV RETRIEVABLE DOCKING CANISTER, 10000 PSI RATED WORKING PRESSURE, SKOFLO, PN: 21188-3	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		22842.75	22842.75		
Deepwater Warehouse	Fieldwood	46996.A		MR-3-C	FITTING, 0.750 IN MTM X 0.375 IN TUBE W/FLUSH FITTING, PETRO TECHNOLOGIES, PN: 120M841 REV G	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			0		3576.4	0		
Deepwater Warehouse	Fieldwood	46997.A		MR-3-C	FITTING, 0.750 IN MTM X 0.250 IN TUBE W/FLUSH FITTING, PETRO TECHNOLOGIES, PN: 130M751 REV G	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			0		3236.5	0		
Deepwater Warehouse	Fieldwood	46998.A		MR-3-C	FITTING, 0.750 IN MTM X 0.500 IN POTH SHORT W/FLUSH FITTING, PETRO TECHNOLOGIES, PN: 160M141 REV B	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			0		4996.12	0		
Deepwater Warehouse	Fieldwood	47020.A		DWW-YARD	TUBING, 4.500 IN, 17.00#, 0380 IN, VM110-13CRSS, DRIFT 3.615 IN VAM TOP, R3	143752	MC 948 4 GUNFLINT COMPLETION/L	FT			81.33		81.33	6614.5689		
Deepwater Warehouse	Fieldwood	47025.A		DWW-YARD	PUP, JT, 4.500 IN, 17.00#, 0.380 IN, VM110-13CRSS, DRIFT 3.615 IN VAM TOP, 10 FT	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			3		3150.84	9452.52		
Deepwater Warehouse	Fieldwood	47059.A		DWW-YARD C-VAN HICU 1339199	ASSEMBLY, SEAL, EMERGENCY, FOR 18.750 SS-15 SYSTEM, H2S, DRIL-QUIP, PN: 2-402060-02			EA			0		23516.36	0		
Deepwater Warehouse	Fieldwood	47342.A		PUP JOINT RACK-TIER 5	FLO TOOL, 4.500 IN, 15.50#, 13CR110, BTS-6, LOWER BCSD X 13 FT (SQUARE SHOULDER W/GROOVE)	126136	MC 519 2 DRL/EVAL/P&A	EA			1		8594	8594		
Deepwater Warehouse	Fieldwood	47350.A		PUP JOINT RACK-FLOOR	CROSSOVER, SUB, 4.500 IN, 12.60#, 13CR95, VAM TOP BOX X 5.500 IN, 23#, BTS-6 PIN X 14.000 IN	126137	MC 519 2 BP 01	EA			1		950	950		
Deepwater Warehouse	Fieldwood	47353.B		PUP JOINT RACK-FLOOR	CROSSOVER, SUB, 4.500 IN, 15.50#, HYPER 13CR110, BTS-6 BOX X 5.500 IN, 17#, VAM TOP PIN X 2 FT	126137	MC 519 2 BP 01	EA			1		3595.5	3595.5		
Deepwater Warehouse	Fieldwood	47358.B		PUP JOINT RACK-FLOOR	NIPPLE, 3.500 IN, 9.30#, 13CR110, BCS, (2.813 IN P.B.) (THREADED 3.500 IN 9.20# VAM FJI BOX/PIN)	126137	MC 519 2 BP 01	EA			1		4435.5	4435.5		
Deepwater Warehouse	Fieldwood	47383.A		PUP JOINT RACK-FLOOR	PUP JT, 6.000IN, 30.38#, 13CR115, VAM TOP KP PIN X PIN X 2FT			EA			1		2778.34	2778.34		
Deepwater Warehouse	Fieldwood	47393.A		PUP JOINT RACK-TIER 2	PUP JT, 4.500IN, 15.50#, HYPER 13CR110, BTS-6 S/C X 4 FT (SQUARE SHOULDER)			EA			1		327.25	327.25		
Deepwater Warehouse	Fieldwood	47401.A		PUP JOINT RACK-FLOOR	RABBIT, DRIFT, 3.720IN OD, PVC X 14.000 IN			EA			1		88.49	88.49		
Deepwater Warehouse	Fieldwood	47403.A		PUP JOINT RACK-FLOOR	RABBIT, DRIFT, 4.500IN, 15.50#, BTS-6, PVS X 14.000 IN (3.701IN OD)			EA			1		107.56	107.56		
Deepwater Warehouse	Fieldwood	47405.B		PUP JOINT RACK-TIER 5	FLO TOOL, 4.500IN, 15.10#, HYPER 13CR110, VAM TOP BOX X 4.500IN, 15.50, BTS-6, S/C PIN (SQUARE SHOULDER), LOWER CROSSOVER BCSD X 14 FT	126137	MC 519 2 BP 01	EA			1		6962.25	6962.25		
Deepwater Warehouse	Fieldwood	47416.B		PUP JOINT RACK-TIER 5	FLO TOOL, 4.500IN, 15.50#, HYPER 13CR110, BTS-6, S/C BOX (SQUARE SHOULDER) X 4.500IN, 15.10#, VAM TOP BOX, UPPER, BCSD X 14 FT	127684	VK 917 1 ST2 COMPLETE	EA			1		6962.25	6962.25		
Deepwater Warehouse	Fieldwood	47417.A		C-VAN C2-3409	FLYING LEAD, ELECTRICAL, 12-WAY, 350 FT, ODI, PN: 1065206	128021	MC 519 DESIGN	EA			0		15366	0		
Deepwater Warehouse	Fieldwood	50068.A		MR-GENERAL	CAP: TYP-CORROSION, DIVERLESS, STAB, MALE, HYDRAULIC ASSY USE W/MANIFOLD VGI, MFR: GE OIL & GAS, PN: H50458-3			EA			2		9524.01	19048.02		
Deepwater Warehouse	Fieldwood	50241.A		DWW-YARD C-VAN DNVU- 2051995	CAP: TYP-PRESSURE, CONN TYP-FEMALE, SPCL FEATRS: WITH BALL VALVE 3/8 INCH; HI FLOW HOT STAB, MFR: UNITECH, PN: 29219	142679	MC 782 DANTZLER DEVELOPMENT	EA			2		85750	171500		
Deepwater Warehouse	Fieldwood	50241.B		MW-R17-1	CAP: TYP-PRESSURE, CONN TYP-FEMALE, SPCL FEATRS: WITH BALL VALVE 3/8 INCH; HI FLOW HOT STAB, MFR: UNITECH, PN: 29219	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		64312.5	64312.5		
Deepwater Warehouse	Fieldwood	50243.A		DWW-YARD C-VAN DNVU- 2051995	CAP: TYPE: PROTECTIVE CONNECTOR, CONNECTION TYPE: FEMALE; MFR: UNITECH, PN: 26687	142679	MC 782 DANTZLER DEVELOPMENT	EA			2		3000	6000		
Deepwater Warehouse	Fieldwood	50245.A		DWW-YARD C-VAN DNVU- 2051995	KIT, SEAL, TYP: UH-550, MFR: UNITECH, PN: 26414	142679	MC 782 DANTZLER DEVELOPMENT	EA			10		1500	15000		
Deepwater Warehouse	Fieldwood	50246.A		DWW-YARD C-VAN DNVU- 2051995	COVER, MFR: UNITECH, PN: 9274, TYP MARINE GROWTH, SZ 6 IN ASSEMBLY; TYP: TERMINATION HEAD, SPCL FEATRS: 2 LINE, M1 REMOVABLE PLATE, M1 90 DEG TERMINATION STRUCTURE, MFR: OIE, PN: 432505-ITEM 31, MFR: OIE, MN: M1, MFR: OIE, QUOTE: 2013-46936A	142679	MC 782 DANTZLER DEVELOPMENT	EA		2		1700	3400			
Deepwater Warehouse	Fieldwood	50358.B		BW-AREA 2	ASSEMBLY; TYP: TERMINATION HEAD, SPCL FEATRS: M1 REMOVABLE PLATE, M1 90 DEG TERMINATION STRUCTURE, MFR: OIE, PN: 432505-ITEM 32, MFR: OIE, MN: M1, MFR: OIE, QUOTE: 2013-46936A	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			1		37653.75	37653.75		
Deepwater Warehouse	Fieldwood	50359.A		BW-AREA 2	JUNCTION PLATE, SUBSEA; FIXED, LN QTY: 10 LINE, 14 WAY, .15 KPSI, SPCL FEATS: M1 FIXED, MFR: OIE, PN: 428783-ITEM 26, MFR: OIE, MN: M1, MFR: OIE, QUOTE: 2013-46936A	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			3		68651	205953		
Deepwater Warehouse	Fieldwood	50360.A		MW-R16-1	JUNCTION PLATE, SUBSEA; FIXED, LN QTY: 10 LINE, 14 WAY, .15 KPSI, SPCL FEATS: M1 FIXED, MFR: OIE, PN: 428783-ITEM 26, MFR: OIE, MN: M1, MFR: OIE, QUOTE: 2013-46936A	141585	MC 698 BIG BEND LONG LEADS	EA			0		26392	0		
Deepwater Warehouse	Fieldwood	50360.B		MW-R15-1	JUNCTION PLATE, SUBSEA; FIXED, LN QTY: 10 LINE, 14 WAY, .15 KPSI, SPCL FEATS: M1 FIXED 10 X 1/2 HUNTING RS MALE NVP COUPLER, MFR: OIE, PN: 428783-ITEM 26, MFR: OIE, MN: M1, MFR: OIE, QUOTE: 2013-46936A	141585	MC 698 BIG BEND LONG LEADS	EA			0		19794	0		
Deepwater Warehouse	Fieldwood	50365.B		MW-R15-2	JUNCTION PLATE, SUBSEA; COMPENSATED, LTCP, .15 KPSI, SPCL FEATS: M1 REMOVABLE 14 X 0.5 HUNTING RS FEMALE PRVC COUPLER, MFR: OIE, PN: 428796-ITEM 28.1, MFR: OIE, MN: M1, MFR: OIE, QUOTE: 2013-46936A	140528	MC 948 GUNFLINT LONG LEAD	EA			1		27297.75	27297.75		
Deepwater Warehouse	Fieldwood	50365.B		MW-R15-FL	JUNCTION PLATE, SUBSEA; COMPENSATED, LTCP, .15 KPSI, SPCL FEATS: M1 REMOVABLE 14 X 0.5 HUNTING RS FEMALE PRVC COUPLER, MFR: OIE, PN: 428796-ITEM 28.1, MFR: OIE, MN: M1, MFR: OIE, QUOTE: 2013-46936A	140528	MC 948 GUNFLINT LONG LEAD	EA			1		27297.75	27297.75		
Deepwater Warehouse	Fieldwood	50365.B		MW-R15-FL	JUNCTION PLATE, SUBSEA; COMPENSATED, LTCP, .15 KPSI, SPCL FEATS: M1 REMOVABLE 14 X 0.5 HUNTING RS FEMALE PRVC COUPLER, MFR: OIE, PN: 428796-ITEM 28.1, MFR: OIE, MN: M1, MFR: OIE, QUOTE: 2013-46936A	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			1		27505.5	27505.5		
Deepwater Warehouse	Fieldwood	50365.B		MW-R17-3	JUNCTION PLATE, SUBSEA; COMPENSATED, LTCP, .15 KPSI, SPCL FEATS: M1 REMOVABLE 14 X 0.5 HUNTING RS FEMALE PRVC COUPLER, MFR: OIE, PN: 428796-ITEM 28.1, MFR: OIE, MN: M1, MFR: OIE, QUOTE: 2013-46936A	140528	MC 948 GUNFLINT LONG LEAD	EA			2		37500	75000		
Deepwater Warehouse	Fieldwood	50366.B		DWW-YARD C-VAN DNVU- 2051995	JUNCTION PLATE, SUBSEA; FIXED, LN QTY: 14, SPCL FEATS: STPC, 14 X 1/2 HUNTING RS MALE DUMY COUPLER, MFR: OIE, PN: 0291912-ITEM 26, MFR: OIE, MN: M1, MFR: OIE, QUOTE: 2013-46936A	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			0		15682.5	0		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	50371.A		DWW-YARD	FRAME,TYP-CARTRIDGE DEPLOYMENT,MATL:CS,SPCL FEATRS:TOSIDE PRIME COATED,APPLI:SFL,MFR:OIE,PN:0428784-ITEM 37,MFR:OIE,QUOTE:2013-46936A	140528	MC 948 GUNFLINT LONG LEAD	EA			0		45427	0		
Deepwater Warehouse	Fieldwood	50371.A		DWW-YARD	FRAME,TYP-CARTRIDGE DEPLOYMENT,MATL:CS,SPCL FEATRS:TOSIDE PRIME COATED,APPLI:SFL,MFR:OIE,PN:0428784-ITEM 37,MFR:OIE,QUOTE:2013-46936A	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			5		62896	314480		
Deepwater Warehouse	Fieldwood	50388.B		DWW-YARD/MW-R15-1	PLATE,TYP:TEST AND FLUSHING, FIXED, 14 WAY,SPCL FEATRS:M1 FIXED T/F W/STAND,MFR:OIE,PN:429315-ITEM 34	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			2		29632.5	59265		
Deepwater Warehouse	Fieldwood	50392.A		OS-R3-FL	VALVE, CONTROL,VLV SZ:1IN,CL:150,TRIM:3/8 IN, S17400 DH1150,ACTTR STYL:FAIL CLOSED, SIZE 69,SPCL FEATRS:OPERATING SIGNAL 0-35 PSIG,STYL:GLOBE,MFR:DYNAFLO,PN:DF269-1CG6-6AF-385,MFR:DYNAFLO,SERIES/VERSION:DF269		NEPTUNE	EA			2		1589.455	3178.91		
Deepwater Warehouse	Fieldwood	50393.A		OS-R3-FL	VALVE, CONTROL,VLV SZ:2IN,CL:300,TRIM:3/8 IN, S17400 DH1150,ACTTR STYL:FAIL CLOSED, SIZE 69,SPCL FEATRS:OPERATING SIGNAL 0-35 PSIG,STYL:GLOBE,MFR:DYNAFLO,PN:DF269-2GCG-68F-385,MFR:DYNAFLO,SERIES/VERSION:DF269		NEPTUNE	EA			1		1870.53	1870.53		
Deepwater Warehouse	Fieldwood	50516.A		DWW-YARD	GUIDE, MULE SHOE,TYP:HYDRAULIC TUBE,APPLI:FOR PERMA-SERIES PACKER,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 48	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		4243.7	4243.7		
Deepwater Warehouse	Fieldwood	50516.A		DWW-YARD	GUIDE, MULE SHOE,TYP:HYDRAULIC TUBE,APPLI:FOR PERMA-SERIES PACKER,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 48	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			1		4243.7	4243.7		
Deepwater Warehouse	Fieldwood	50517.A		DWW-YARD	COLUMN,TYP:COL IN LINE,DIM:5.5 IN-23.00 VAM TOP,MATL:S13CR110,SPCL FEATRS:6 IN, B-P, 6800 SNAP DOWN 25,500 SNAP UP,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 39	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		9336.9	9336.9		
Deepwater Warehouse	Fieldwood	50518.A		VERTICAL RACK	ASSEMBLY,TYP:FLUID CONTROL DEVICE,DIM:7-5/8 IN, 42.8,MATL:S13CR110 AB-HDL,SPCL FEATRS:BOX X PIN, 14190 PSI COLLAPSE,SPEC:TWIN FLOW EXTENSIO,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 29	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		31460.96	31460.96		
Deepwater Warehouse	Fieldwood	50519.A		DWW-YARD	GUIDE, MULE SHOE,TYP:SELF ALIGNING,CONN SZ:3 1/2-10.2,CONN TYP:VAM TOP BOX,MATL:SUPER 13CR/110KSI,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 11	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		13012.97	13012.97		
Deepwater Warehouse	Fieldwood	50520.A		DWW-YARD	SLEEVE,TYP:CIRCULATION / PRODUCTION,STD:13CR110,PRESS RTNG:10,000 PSI,SPEC:3-1/2 IN, 9.3, BTS-8 BOX X PIN,STD-RD SLIMLINE DURASLEEVE,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 33	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		23691.76	23691.76		
Deepwater Warehouse	Fieldwood	50521.A		DWW-YARD	LOCATOR, DRILLING,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 35,TYP:NO-GO,CONN SZ:3 1/2 IN,CONN TYP:BTS-8 X 3 1/2-10.2 VAM TOP BOX X PIN,MATL:13CR/110,WT 9.3	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		8924.85	8924.85		
Deepwater Warehouse	Fieldwood	50522.A		DWW-YARD	SUB,TYP:SEAR,CASNG WT:23,MATL:GR:13CR110,CONN SZ:5-1/2 IN,CONN TYP:VAM TOP BOX X PIN,SPCL FEATRS:ATLAS O-RINGS, 81,000 LB SHEAR,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 27	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		26081.99	52163.98		
Deepwater Warehouse	Fieldwood	50523.A		DWW-YARD	COUPLING, OCTG,TYP:COLLET INDICATOR,NOM SZ:7 5/8IN,WT:42.8 AB-HDL,CONN STYL:BOX X PIN, 45 DEG ANGLE,PRESS RTNG:14190 PSI BURST, 13930 PSI COLLAPSE,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 24	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		11846.75	23693.5		
Deepwater Warehouse	Fieldwood	50524.A		DWW-YARD	GUIDE, MULE SHOE,TYP:SELF ALIGNING,CONN SZ:5 1/2 IN, 23,CONN TYP:VAM TOP BOX,MATL:13CR/110,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 16	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			1		14451.48	14451.48		
Deepwater Warehouse	Fieldwood	50524.A		DWW-YARD	GUIDE, MULE SHOE,TYP:SELF ALIGNING,CONN SZ:5 1/2 IN, 23,CONN TYP:VAM TOP BOX,MATL:13CR/110,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 16	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		14451.48	14451.48		
Deepwater Warehouse	Fieldwood	50526.A		DWW-YARD	EXTENSION,TYP:SEAL,DIM:5.5 IN, 23, VAM TOP BOX X PIN,MATL:S13CR110,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 14	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			4		7858.72	31434.88		
Deepwater Warehouse	Fieldwood	50526.A		DWW-YARD	EXTENSION,TYP:SEAL,DIM:5.5 IN, 23, VAM TOP BOX X PIN,MATL:S13CR110,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 14	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			6		7858.72	47152.32		
Deepwater Warehouse	Fieldwood	50526.A		PUP JOINT RACK-FLOOR	EXTENSION,TYP:SEAL,DIM:5.5 IN, 23, VAM TOP BOX X PIN,MATL:S13CR110,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 14	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		7858.72	15717.44		
Deepwater Warehouse	Fieldwood	50526.A		PUP JOINT RACK-FLOOR	EXTENSION,TYP:SEAL,DIM:5.5 IN, 23, VAM TOP BOX X PIN,MATL:S13CR110,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 14	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			2		7858.72	15717.44		
Deepwater Warehouse	Fieldwood	50527.A		VERTICAL RACK	SUB,TYP:BOTTOM,PRESS RTNG:10,000 PSI BURST,9700 COLLAPSE,MATL:GR:S13CR110,CONN TYP:7-15/16-6 STUB ACME PIN X 7-3/4-8 AC BOX,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 20	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		5916.83	11833.66		
Deepwater Warehouse	Fieldwood	50528.A		MW-AREA 5	EXTENSION,TYP:SEAL BORE,DIM:4 1/2-8 UNS BOX X PIN,MATL:SUPER C110,SPEC:12730 PSI BURST, 11280 PSI COLLAPSE,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 18	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		10673.3	21346.6		
Deepwater Warehouse	Fieldwood	50529.A		DWW-YARD	GUIDE, MULE SHOE,CONN SZ:3 1/2-10.2,CONN TYP:VAM TOP BOX,MATL:13CR/110KSI,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 37	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		1734.33	1734.33		
Deepwater Warehouse	Fieldwood	50530.A		DWW-YARD	LOCATOR, DRILLING,TYP:PFZ,CONN SZ:4 1/2IN,CONN TYP:TSH 511 X 5 1/2 IN 23 VAM TOP,MATL:13CR/110,WT:15.1,PRESS RTNG:14340 COLLAPSE PSI,SPCL FEATRS:6 7/8-4 VERSA-LTH LH 72,000 SHEAR,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 12	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			1		17335.05	17335.05		
Deepwater Warehouse	Fieldwood	50531.A		VERTICAL RACK	EXTENSION,TYP:UPPER GRAVEL PACK,DIM:7 3/4-8 AC PIN X PIN,MATL:S13CR110,SPEC:20510 PSI BURST, 11220 PSI COLLAPSE,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 21	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		19753.21	39506.42		
Deepwater Warehouse	Fieldwood	50532.A		DWW-YARD	GUIDE, MULE SHOE,TYP:SELF ALIGNING,CONN SZ:5 1/2 IN, 20,CONN TYP:VAM TOP SC80,MATL:13CR80 KSI,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 45	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		12675.06	12675.06		
Deepwater Warehouse	Fieldwood	50533.A		PUP JOINT RACK-FLOOR	SUB, LIFT,TYP:UPPER HALF, LSOI,MFR:HALLIBURTON,PN:102138717	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			1		13517	13517		
Deepwater Warehouse	Fieldwood	50533.A		PUP JOINT RACK-FLOOR	SUB, LIFT,TYP:UPPER HALF, LSOI,MFR:HALLIBURTON,PN:102138717	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		13516.69	27033.38		
Deepwater Warehouse	Fieldwood	50534.A		DWW-YARD	LOCATOR, DRILLING,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 38,TYP:PNZ,CONN SZ 5 1/2 IN,CONN TYP:SLHT X 5 1/2 IN 23# VAM TOP BXP,JD 3.88 HONE,MATL:13CR/110,WT 23,SPCL FEATRS:14.370 BURST, 14.260 COLLAPSE	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		10329.53	10329.53		



Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	50536.A		DWW-YARD	EXTENSION;TYP:MIDDLE GRAVEL PACK,DIM:7 5/8 IN, 42.8,MATL:S13CR110 AB-HDL BOX X PIN,SPEC:14190 PSI BURST, 13930 PSI COLLAPSE,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 23	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		31460.96	62921.92		
Deepwater Warehouse	Fieldwood	50537.A		MW-AREA 5	EXTENSION;TYP:LOWER GRAVEL PACK,DIM:7-5/8 IN, 42.8,BOX X PIN,MATL:S13CR110 AB-HDL,SPEC:14190 PSI BURST 13930 PSI COLLAPSE,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 25	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		22497.65	22497.65		
Deepwater Warehouse	Fieldwood	50537.A		DWW-YARD	EXTENSION;TYP:LOWER GRAVEL PACK,DIM:7-5/8 IN, 42.8,BOX X PIN,MATL:S13CR110 AB-HDL,SPEC:14190 PSI BURST 13930 PSI COLLAPSE,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 25	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		22497.65	22497.65		
Deepwater Warehouse	Fieldwood	50538.A		DWW-YARD	LOCATOR, DRILLING;TYP:TOP SNAP COLLET SEAL ASSEMBLY,CONN SZ:5 1/2 IN,CONN TYP:SLHT TOP BOX X 5 1/2,20 VAM TOP PIN,MATL:13CR/80KSI,WT:23,SPCL FEATRS:COLLET VALUE 16000 LBS UP/6500 LBS DOWN,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 41	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		13817.41	13817.41		
Deepwater Warehouse	Fieldwood	50540.A		MW-AREA 5	NIPPLE, LANDING;TYP:RECEIVER,TUBE OD:NA,TUBE ID:NA,CONN SZ:4 5/16 4 STUB ACME-LH BOX X 4 1/2 15.1 VAM INSIDE PIN,CONN TYP:NA,ID:NA,OD:NA,MATL:13CR/110KSI,MATL SPEC:NA,MATL GR:NA,PRESS RTNG:NA	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		13403.42	13403.42		
Deepwater Warehouse	Fieldwood	50541.A		DWW-YARD	ASSEMBLY;MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 36,TYP ATP SEAL UNIT,DIM 3 1/2 IN,10.2, VAM TOP BOX X PIN,MATL 13CR110,SPCL FEATRS 1.67 FT MAKE UP LENGTH PER SEAL UNIT (5 EA),SPEC 15000 PSI (SEALS)	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			5		8496	42480		
Deepwater Warehouse	Fieldwood	50542.A		DWW-YARD	ASSEMBLY;TYP:ATR SEAL UNIT,SZ:5 1/2IN,DIM:23, VAM TOP BOX X PIN,MATL:13CR110,SPCL FEATRS:14,370 BURST,14260 CLPS AT450 DEG F,SPEC:MANDREL,STD:1.67 FT LENGTH PER SEAL UNIT 3.88 HONED ID,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 13	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			3		9858.51	29575.53		
Deepwater Warehouse	Fieldwood	50543.A		DWW-YARD	ASSEMBLY;TYP:ATR SEAL UNIT,SZ:5 1/2IN,DIM:23, VAM TOP BOX X PIN,MATL:13CR110,SPCL FEATRS:14,370 BURST,14260 COLLAPSE AT 450 DEG F TEMP RATING,STD:1.67 FT LENGTH PER SEAL UNIT,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 15	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			4		9858.51	39434.04		
Deepwater Warehouse	Fieldwood	50543.A		DWW-YARD	ASSEMBLY;TYP:ATR SEAL UNIT,SZ:5 1/2IN,DIM:23, VAM TOP BOX X PIN,MATL:13CR110,SPCL FEATRS:14,370 BURST,14260 COLLAPSE AT 450 DEG F TEMP RATING,STD:1.67 FT LENGTH PER SEAL UNIT,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 15	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			11		9858.51	108443.61		
Deepwater Warehouse	Fieldwood	50544.A		PUP JOINT RACK-TIER 3	SUB, LIFT;TYP:LOWER HALF, LSOI,MFR:HALLIBURTON,PN:101901103	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		6869.87	13739.74		
Deepwater Warehouse	Fieldwood	50544.A		PUP JOINT RACK-TIER 3	SUB, LIFT;TYP:LOWER HALF, LSOI,MFR:HALLIBURTON,PN:101901103	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			1		6870	6870		
Deepwater Warehouse	Fieldwood	50545.A		MW-AREA 5	VALVE;MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 26,CONN 1 SZ 7-5/8 IN,CONN 1 TYP VAM TOP BOX X PIN,DSGN RTNG FLUID LOSS,MATL INCOLLOY 925,WT 42.8,PRESS RTNG 12,000 PSI(FRAC COLLAPSE),SPCL FEATRS 18+/-3 CYCLES TO OPEN,MFR:HALLIBURTON,	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		392913.94	392913.94		
Deepwater Warehouse	Fieldwood	50547.A		DWW-YARD	ASSEMBLY;MFR:HALLIBURTON,PN:GUN-PM-NEI-PRITEM 10,TYP ATP SEAL UNIT,SZ 3.5-10.2 IN,MATL 13CR110,COMPRISE VAM TOP BOX X PIN, 1.67 FT. MAKE UP LENGTH PER SEAL UNIT (6 EA),SPCL FEATRS 15000 PSI,APPLI FS ASSEMBLY,SPEC MANDREL	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			6		2301.18	13807.08		
Deepwater Warehouse	Fieldwood	50549.A		PUP JOINT RACK-TIER 4	VALVE;CONN 1 TYP:7-5/8 IN,42.8,AB HDL BOX X 5-1/2 IN,23,VAM TOP PIN,DSGN RTNG:FLUID LOSS,MATL GR:13CR110,WT:23,SFTGDS:FLUROEL O-RINGS,PRESS RTNG:13,900 PSI,SPCL FEATRS:SEAL BORE 3.88 IN,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 50	143752	MC 948 4 GUNFLINT COMPLETION/L	EA		2		46740	93480			
Deepwater Warehouse	Fieldwood	50550.A		MW-AREA-6	PACKER, DRILL,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 46,TYP PERMA-SERIES,STYL NA,ID NA,OD NA,CONN 1 SZ 9 5/8,PRESS RTNG 7,380 PSI WITH SEAL UNIT,WT 40-53.5,MATL 13CR/80 KSI,SPCL FEATRS TOP SNAP HEAD X 7 IN-8	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			2		33816.52	67633.04		
Deepwater Warehouse	Fieldwood	50551.A		DWW-YARD	ASSEMBLY;MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 42,TYP AFLAS SEAL UNIT,SZ 5.5 IN,MATL 13CR80,COMPRISE 20 VAM TOP BOX X PIN, SC 80,SPCL FEATRS 9,080 PSI BRST,8,640 PSI CLPS,SPEC 80 KSI MANDREL	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		6153.71	12307.42		
Deepwater Warehouse	Fieldwood	50552.A		VERTICAL RACK	SLEEVE;TYP:CLOSING,MATL:S13CR110,PRESS RTNG:13930 PSI,SEAL MATL:FLIOUREL O-RINGS,SPCL FEATRS:MCS,SPEC:7-5/8 AC BOX X 7-5/8 IN,42.8,AB-HDL PIN,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 22	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		42425.3	84850.6		
Deepwater Warehouse	Fieldwood	50553.A		MW-AREA-6	GUIDE, MULE SHOE;TYP:EXTENDED GUIDE,NOM SZ:7 IN-8 UNS PININ,MATL:13CR80,APPLI-FOR HALLIBURTON TOP SNAP SUMP PACKER ASSEMBLY,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 47	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			2		6350.57	12701.14		
Deepwater Warehouse	Fieldwood	50554.A		DWW-YARD	SUB;TYP-MAKEUP, PRESS RTNG:14,190 BURST,13,930 PSI COLLAPSE,MATL GR:13CR110,SPCL FEATRS:MUS, 7 5/8-42.8 AB-HD, X 5-1/2 IN, 23, VAM TOP BOX X PIN,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 28	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		37949	75898		
Deepwater Warehouse	Fieldwood	50558.A		MW-AREA 5	ASSEMBLY;TYP:TWIN FLOW,SZ:7-5/8 IN, 42.8, AB-HDL PIN X PIN,DIM:4 1/2 IN, 8-UNS BOX X 3 1/2 IN 9.3,BTS-8 PIN,MATL GR:S13CR110,SPCL FEATRS:AFLAS ELASTO,2.750 IN X LN,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 30	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		93543.77	93543.77		
Deepwater Warehouse	Fieldwood	50560.A		PUP JOINT RACK-TIER 1	ASSEMBLY;TYP:SHIFTER, FS2,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 49,MFR:HALLIBURTON,SERIES/VERSION:F2S	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			1		12297.67	12297.67		
Deepwater Warehouse	Fieldwood	50560.A		PUP JOINT RACK-TIER 1	ASSEMBLY;TYP:SHIFTER, FS2,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 49,MFR:HALLIBURTON,SERIES/VERSION:F2S	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		12297.67	24595.34		
Deepwater Warehouse	Fieldwood	50561.A		PUP JOINT RACK-FLOOR	ASSEMBLY;TYP:SHIFTER, ISS,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 51,MFR:HALLIBURTON,SERIES/VERSION:ISS	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			2		14939	29878		
Deepwater Warehouse	Fieldwood	50626.A		DWW-YARD	ASSEMBLY;MFR:DELTA SCREENS,PN:SCREEN 3129,TYP 175 MICRON PREMIUM SCREENS,SZ 5 1/2 IN OD,DIM RANGE 3,SLHT,MATL ALLOY 20,MATL GR 23 LB/FT,HP2 13CR-110,SPCL FEATRS W/CENTRALIZERS INSTALLED F 9.875 IN OD,65.10 LB/FT,CENTRALIZER OD 8.250	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			3		21430	64290		
Deepwater Warehouse	Fieldwood	50626.A		DWW-YARD	ASSEMBLY;MFR:DELTA SCREENS,PN:SCREEN 3129,TYP 175 MICRON PREMIUM SCREENS,SZ 5 1/2 IN OD,DIM RANGE 3,SLHT,MATL ALLOY 20,MATL GR 23 LB/FT,HP2 13CR-110,SPCL FEATRS W/CENTRALIZERS INSTALLED F 9.875 IN OD,65.10 LB/FT,CENTRALIZER OD 8.250	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			3		21430	64290		
Deepwater Warehouse	Fieldwood	50627.A		DWW-YARD	ASSEMBLY;MFR:DELTA SCREENS,PN:SCREEN 3130,TYP 175 MICRON PREMIUM SCREENS,SZ 5 1/2 IN,DIM 19.50 FT JT,CL 23,MATL ALLOY 20,MATL GR HP2 13CR-110,SPCL FEATRS W/CENTRALIZERS INSTALLED	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			1		11215	11215		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	50627.A		DWW-YARD	ASSEMBLY:MFR:DELTA SCREENS,PN:SCREEN 3130,TYP 175 MICRON PREMIUM SCREENS,SZ 5 1/2 IN,DIM 19.50 FT JT,CL 23,MATL ALLOY 20,MATL GR HP2 13CR-110,SPCL FEATRS W/CENTRALIZERS INSTALLED	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		11215	11215		
Deepwater Warehouse	Fieldwood	50628.A		DWW-YARD	ASSEMBLY:MFR:DELTA SCREENS,PN:SCREEN 3131,TYP 175 MICRON PREMIUM SCREENS,SZ 5 1/2 IN,DIM 10.25 FT JT,CL 23,MATL ALLOY 20,SPCL FEATRS W/CENTRALIZERS INSTALLED,BRAND:DELTA SCREENS, BRAND:DELTA ELITE	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			1		5720	5720		
Deepwater Warehouse	Fieldwood	50628.A		DWW-YARD	ASSEMBLY:MFR:DELTA SCREENS,PN:SCREEN 3131,TYP 175 MICRON PREMIUM SCREENS,SZ 5 1/2 IN,DIM 10.25 FT JT,CL 23,MATL ALLOY 20,SPCL FEATRS W/CENTRALIZERS INSTALLED,BRAND:DELTA SCREENS, BRAND:DELTA ELITE	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		5720	5720		
Deepwater Warehouse	Fieldwood	50631.A		DWW-YARD	ASSEMBLY:MFR:DELTA SCREENS,PN:BLANK 3132,TYP CASING,SZ 5 1/2 IN,DIM 39 FT JT,CL 23,MATL GR HP2 13CR-110,SPCL FEATRS W/SS WELD-ON CENTRALIZERS F/8.25 OD,MFR:DELTA SCREENS,QUOTE:DS1301148	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			5		9262	46310		
Deepwater Warehouse	Fieldwood	50632.A		DWW-YARD	PUP JOINT, CASING;NOM SZ:5 1/2IN,WT:23.00,MATL GR:HP2 13CR-110,TOP CONN TYP-SLHT BOX X PIN,LG:4ft,MFR:DELTA SCREENS,PN:PUP JOINT 3136,MFR:DELTA SCREENS,QUOTE:DS1301148	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		2470	4940		
Deepwater Warehouse	Fieldwood	50633.A		DWW-YARD	PUP JOINT, CASING;NOM SZ:5 1/2IN,WT:23.00,MATL GR:HP2 13CR-110,TOP CONN TYP-SLHT BOX X PIN,LG:6ft,MFR:DELTA SCREENS,PN:PUP JOINT 3135,MFR:DELTA SCREENS,QUOTE:DS1301148	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		2830	5660		
Deepwater Warehouse	Fieldwood	50634.A		DWW-YARD	PUP JOINT, CASING;NOM SZ:5 1/2IN,WT:23.00,MATL GR:HP2 13CR-110,TOP CONN TYP-SLHT BOX X PIN,LG:8ft,MFR:DELTA SCREENS,PN:PUP JOINT 3134,MFR:DELTA SCREENS,QUOTE:DS1301148	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		3225	6450		
Deepwater Warehouse	Fieldwood	50635.A		DWW-YARD	PUP JOINT, CASING;MFR:DELTA SCREENS,PN:PUP JOINT 3133,NOM SZ 5 1/2 IN,WT 23.00,MATL GR HP2 13CR-110,TOP CONN TYP SLHT BOX X PIN,LG 10 FT,MFR:DELTA SCREENS,QUOTE:DS1301148	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			1		3620	3620		
Deepwater Warehouse	Fieldwood	50635.A		DWW-YARD	PUP JOINT, CASING;MFR:DELTA SCREENS,PN:PUP JOINT 3133,NOM SZ 5 1/2 IN,WT 23.00,MATL GR HP2 13CR-110,TOP CONN TYP SLHT BOX X PIN,LG 10 FT,MFR:DELTA SCREENS,QUOTE:DS1301148	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		3620	7240		
Deepwater Warehouse	Fieldwood	50934.A		DWW-YARD	CROSSOVER,MATL GR:NA,TYP-CASING,BOT CONN TYP-VAM FIL PIN 5,BOT CONN SZ:6-5/8 IN, 32,TOP CONN TYP-VAM TOP BOX,TOP CONN SZ:4-1/2 IN, 17,MATL:13CR110	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		9044.75	9044.75		
Deepwater Warehouse	Fieldwood	50935.A		DWW-YARD	CROSSOVER,MATL GR:110,TYP-NA,BOT CONN TYP-VAM TOP PIN,BOT CONN SZ:3-1/2IN,TOP CONN TYP-HYDRYL 511 BOX,TOP CONN SZ:3-1/2IN,MATL:13CR	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		5485.5	5485.5		
Deepwater Warehouse	Fieldwood	50936.A		DWW-YARD	JOINT,TYP-CASING,DIM:6-5/8IN,WT:32kg,LG:40ft,MATL:SUPER 13CR,MATL GR:110,CONN 1 SZ:6-5/8IN,CONN 1 TYP:BOX VAM FIL,CONN 2 SZ:6-5/8IN,CONN 2 TYP-PIN VAM FIL,SPCL FEATRS:N/A	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		24748	49496		
Deepwater Warehouse	Fieldwood	50937.A		DWW-YARD	TUBING, OCTG;NOM SZ:4-1/2IN,OD:NA,WT:15.1,MATL GR:13CR110,PROCESS:TSH 511,CONN TYP:BOX X PIN,LG:40ft,SPCL FEATRS:NA	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		16474.9	32949.8		
Deepwater Warehouse	Fieldwood	50939.A		DWW-YARD	PUP JOINT, CASING;NOM SZ:4-1/2IN,WT:15.1,MATL:13CR,MATL GR:110,PROCESS:TSH511,TOP CONN TYP:BOX,BOT CONN TYP-PIN,LG:8ft	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			1		7834.38	7834.38		
Deepwater Warehouse	Fieldwood	50939.A		DWW-YARD	PUP JOINT, CASING;NOM SZ:4-1/2IN,WT:15.1,MATL:13CR,MATL GR:110,PROCESS:TSH511,TOP CONN TYP:BOX,BOT CONN TYP-PIN,LG:8ft	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		7834.38	7834.38		
Deepwater Warehouse	Fieldwood	50941.A		DWW-YARD	TUBING, OCTG;NOM SZ:3-1/2IN,OD:NA,WT:9.3,MATL GR:13CR110,PROCESS:8TS-8,CONN TYP:BOX X PIN,LG:30ft,SPCL FEATRS:NA	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			6		2012.5	12075		
Deepwater Warehouse	Fieldwood	50942.A		PUP JOINT RACK-FLOOR	PUP JOINT, CASING;NOM SZ:3-1/2IN,WT:9.3,MATL:13CR,MATL GR:110,PROCESS:8TS-8,TOP CONN TYP:BOX,BOT CONN TYP-PIN,LG:12IN	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		1986.05	3972.1		
Deepwater Warehouse	Fieldwood	50943.A		MW-AREA 5	PUP JOINT, CASING;NOM SZ:3-1/2IN,WT:9.3,MATL:13CR,MATL GR:110,PROCESS:8TS-8,TOP CONN TYP:BOX,BOT CONN TYP-PIN,LG:2ft	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		2725.5	2725.5		
Deepwater Warehouse	Fieldwood	50944.A		MW-AREA 6	JOINT, BLAST;NOM SZ:3-1/2IN,CONN TYP:BOX X PIN,LG:4ft,MATL:13CR110,PROCESS:8TS-8,WT:9.3	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		4151.5	8303		
Deepwater Warehouse	Fieldwood	50945.A		MW-AREA 6	JOINT, BLAST;NOM SZ:3-1/2IN,CONN TYP:BOX X PIN,LG:6ft,MATL:13CR110,PROCESS:8TS-8,WT:9.3	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		5715.5	11431		
Deepwater Warehouse	Fieldwood	50946.A		MW-AREA 6	JOINT, BLAST;NOM SZ:3-1/2IN,CONN TYP:BOX X PIN,LG:8ft,MATL:13CR110,PROCESS:8TS-8,WT:9.3	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		7233.5	14467		
Deepwater Warehouse	Fieldwood	50947.A		(1) MW-AREA 6/(1) DWW-YARD	JOINT, BLAST;NOM SZ:3-1/2IN,CONN TYP:BOX X PIN,LG:10ft,MATL:13CR110,PROCESS:8TS-8,WT:9.3	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		8038.5	16077		
Deepwater Warehouse	Fieldwood	50948.A		DWW-YARD	COUPLING, OCTG;TYP:NA,NOM SZ:5-1/2IN,WT:20.10,OD:NA,LG:NA,MATL:13CR,MATL GR:80,PROCESS:NA,TOP CONN TYP-VAM TOP BOX, SC 80,TOP CONN SZ:5-1/2IN,BOT CONN TYP-VAM TOP PIN, SC 80,BOT CONN SZ:5-1/2IN,SURF TRTMT:NA,PRESS RTNG:NA	143751	MC 948 2 GUNFLINT COMPLETION/L	EA		1		4255	4255			
Deepwater Warehouse	Fieldwood	50949.A		DWW-YARD	PUP JOINT, CASING;NOM SZ:5-1/2IN,WT:20,MATL:13CR,MATL GR:80,PROCESS:NA,TOP CONN TYP-VAM TOP BOX, SC 80,BOT CONN TYP-VAM TOP PIN, SC 80,LG:NA	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		7101.25	7101.25		
Deepwater Warehouse	Fieldwood	50954.A		OS-R3-S3	PLATE,TYP:THRUST,APPL:BEARING FOR 2408 SUPERIOR ENGINE,MFR:SINOR,PN:650-906-001		NEPTUNE	EA			5		0	0		
Deepwater Warehouse	Fieldwood	51057.A		PUP JOINT RACK-TIER 3	PUP JOINT, CASING;NOM SZ:4.5IN,WT:15.1kg,MATL:CR 13,MATL GR:110,PROCESS:NA,TOP CONN TYP:BOX TSH 511,BOT CONN TYP-PIN TSH511,LG:6ft	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		6067.4	6067.4		
Deepwater Warehouse	Fieldwood	51057.A		PUP JOINT RACK-TIER 4	PUP JOINT, CASING;NOM SZ:4.5IN,WT:15.1kg,MATL:CR 13,MATL GR:110,PROCESS:NA,TOP CONN TYP:BOX TSH 511,BOT CONN TYP-PIN TSH511,LG:6ft	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			2		6067.4	12134.8		
Deepwater Warehouse	Fieldwood	51058.A		PUP JOINT RACK-TIER 3	PUP JOINT, CASING;NOM SZ:4.5IN,WT:15.1kg,MATL:CR 13,MATL GR:110,PROCESS:NA,TOP CONN TYP:BOX TSH 511,BOT CONN TYP-PIN TSH 511,LG:4ft	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		6067.4	6067.4		
Deepwater Warehouse	Fieldwood	51058.A		PUP JOINT RACK-TIER 4	PUP JOINT, CASING;NOM SZ:4.5IN,WT:15.1kg,MATL:CR 13,MATL GR:110,PROCESS:NA,TOP CONN TYP:BOX TSH 511,BOT CONN TYP-PIN TSH 511,LG:4ft	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			2		6067.4	12134.8		
Deepwater Warehouse	Fieldwood	51083.A		PUP JOINT RACK-FLOOR	NIPPLE,TYP:RPT,CONN SZ:3.313, 4.5IN,CONN TYP-VAM TOP,MATL:13CR110,MATL GR:NA,PROCESS:N/A,WT:17	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			1		5704.85	5704.85		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	51084.A		MW-AREA 6	JOINT, BLAST,NOM SZ 3 1/2 ININ,CONN TYP:NA,LG:20ft,MATL:13CR/110 BTS-8,PROCESS:NA,WT:9.3	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			5		17589.25	87946.25		
Deepwater Warehouse	Fieldwood	51105.A		MR-4-D	KIT, SEAL,TYP:RESILIENT,APPLI:SSR PLUG 5-1/4 IN 2748033-01,MFR:CAMERON,PN:2142583-01	142981	MC 782 2 DANTZLER COMPLETION	EA			0		3543	0		
Deepwater Warehouse	Fieldwood	51105.B		N/A	KIT, SEAL,TYP:RESILIENT,APPLI:SSR PLUG 5-1/4 IN 2748033-01,MFR:CAMERON,PN:2142583-01	AFE FW580018	KATMAI/ORLOV/GE NOVES	EA			0		0	0		
Deepwater Warehouse	Fieldwood	51442.A		DWW YARD C-VAN 401592-1	CENTRALIZER, CASING,TYP:SUB,OD-9-7/8IN,MATL:ALLOY API Q125,CONN TYP:TSH 523 BOX X TSH 523 PIN DOPELESS,BOW TYP:[8]BOW SPRING-14-7/8 OVER BOW,SPEC:62.80,MFR:BLACKHAWK,PN:0102961-QP0003			EA			0		6023.888	0		
Deepwater Warehouse	Fieldwood	51442.A		DWW YARD C-VAN 433422-0	CENTRALIZER, CASING,TYP:SUB,OD-9-7/8IN,MATL:ALLOY API Q125,CONN TYP:TSH 523 BOX X TSH 523 PIN DOPELESS,BOW TYP:[8]BOW SPRING-14-7/8 OVER BOW,SPEC:62.80,MFR:BLACKHAWK,PN:0102961-QP0003			EA			0		6023.888	0		
Deepwater Warehouse	Fieldwood	52233.A		DWW-YARD	CABLE, UMBILICAL, SUBSEA,MFR:TECHNIP,PN:TAM-SW-NEM-SBF-CON-0001-BB,TYP FLEXIBLE FLYING LEAD,CONDCTR SZ 2 IN,LG 100 M,SPEC SERVICE BB, WITH BIN RESTRICTOR	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		377629	377629		
Deepwater Warehouse	Fieldwood	52307.A		OS-GENERAL	SEAL,MFR:FMC TECHNOLOGIES,PN:P1000045117,TYP PRODUCTION	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			1		11559.24	11559.24		
Deepwater Warehouse	Fieldwood	52307.A		OS-GENERAL	SEAL,MFR:FMC TECHNOLOGIES,PN:P1000045117,TYP PRODUCTION	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		11559.24	11559.24		
Deepwater Warehouse	Fieldwood	52342.A		DWW-YARD	DISC, RUPTURE,MFR:FIKE,PN:A10116-1,BRAND:FIKE, BRAND:FIKE,MFR:FIKE,QUOTE:121964	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			1		6869	6869		
Deepwater Warehouse	Fieldwood	53821.A		DWW-YARD	JOINT:MFR:OIL STATES,PN:PD16916,DIM 8 IN,SPCL FEATRS INCLUDES HOLD COLLAR - PD 16762,MFR:OIL STATES,TYPE:SCR FLEX	141585	MC 698 BIG BEND LONG LEADS	EA			1		1739009	1739009		
Deepwater Warehouse	Fieldwood	53822.A		DWW-YARD	FRAME,MFR:OIL STATES,PN:SP1K-23-264,TYP SHIPPING,DIM 834 L X 78 W X 82.7 H,MATL ASTM A36 PLATE,ASTM A500 GR B RECTANGULAR TUBING,SPEC 32,190 LBS FRAME ONLY,MFR:OIL STATES,NOBLE SPEC:DNW 2.7-3,MFR:OIL STATES,NOBLE RFQ:SP1K-23-264	141585	MC 698 BIG BEND LONG LEADS	EA		1		186723	186723			
Deepwater Warehouse	Fieldwood	53843.A		DWW-YARD	SCREEN,MFR:DELTA SCREENS,PN:BLANK 3213	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		4816	4816		
Deepwater Warehouse	Fieldwood	56040.A		DWW-YARD	SUB,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 99,TYP CROSSOVER,CASNG WT 15.1,DIM 3-1/2 IN,MATL GR 13CR/110,CONN SZ 4-1/2 IN,CONN TYP BXP,SPCL FEATRS TSH 511	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		8802	8802		
Deepwater Warehouse	Fieldwood	56042.A		MW-AREA 5	COUPLING,TYP N/A,CONN 1 SZ 7-5/8 IN,DIM 7-5/8 IN,MATL 110K,MATL GR 513CR,MATL SPEC 42.8,SPCL FEATRS PRESSURE RATING CALC: BURST 14190 PSI, COLLAPSE 13930 PSI,SPEC AB-HDL	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		6090.37	6090.37		
Deepwater Warehouse	Fieldwood	56042.A		PUP JOINT RACK-FLOOR	COUPLING,TYP N/A,CONN 1 SZ 7-5/8 IN,DIM 7-5/8 IN,MATL 110K,MATL GR 513CR,MATL SPEC 42.8,SPCL FEATRS PRESSURE RATING CALC: BURST 14190 PSI, COLLAPSE 13930 PSI,SPEC AB-HDL	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		6090.37	6090.37		
Deepwater Warehouse	Fieldwood	56043.A		DWW-YARD	COUPLING,TYP N/A,CONN 1 SZ N/A,CONN 1 TYP VAM TOP,DIM 3-1/2 IN,MATL 13CR,MATL GR 110,SPEC 10.2	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		3502.9	3502.9		
Deepwater Warehouse	Fieldwood	56045.A		DWW-YARD	PUP JOINT, TUBING,TYP N/A,NOM SZ 3-1/2 IN,WT 10.2,MATL GR 13CR,PROCESS 110,CONN TYP VAM TOP,TOP CONN TYP BXP,BOT CONN TYP BXP,LG 3-1/2 IN	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		4703.5	4703.5		
Deepwater Warehouse	Fieldwood	56048.A		DWW-YARD	COUPLING,TYP N/A,CONN 1 SZ N/A,CONN 1 TYP VAM TOP,CONN 2 TYP VAM TOP,DIM 5-1/2 IN,MATL 110,MATL GR 13CR,SPEC 23	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			3		4370	13110		
Deepwater Warehouse	Fieldwood	56050.A		DWW-YARD	PUP JOINT, CASING,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 88,TYP N/A,NOM SZ 5-1/2 IN,WT 23,MATL 110,MATL GR 13CR,TOP CONN TYP VAM TOP,BOT CONN TYP BXP,LG 8 ft	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		7998.25	15996.5		
Deepwater Warehouse	Fieldwood	56368.A		DWW-YARD	CASING, OCTG,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014 - 50,NOM SZ 6-5/8 IN,WT 32 lb,MATL GR SUPER 13 CR 110,CONN TYP VAM FIL BXP,LG 15 ft	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		11529	11529		
Deepwater Warehouse	Fieldwood	56369.A		MR-1-A	SEAL ASSEMBLY,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014 - 51,TYP ISO-TI ASSEMBLY,MATL 513CR110,NOM SZ 6-5/8 IN,CONN TYP VAM FIL BOX X 4-1/2 IN 15.1 LB TSH 511 PIN,WT 32 lb,SPEC 60 FT OF CONTINUOUS SEALING STROKE, ATR SEAL UNITS	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		458032.4	458032.4		
Deepwater Warehouse	Fieldwood	56370.A		MR-1-A	SEAL ASSEMBLY,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014 - 52,TYP MOLDED AFLAS, STRADDLE,MATL 513CR/110,NOM SZ 6 IN,CONN TYP VAM TOP SC 80 5-1/2 IN,WT 20 lb	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		145653.13	145653.13		
Deepwater Warehouse	Fieldwood	56373.A		DWW-YARD	PUP JOINT, TUBING,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014 - 54,NOM SZ 3-1/2 IN,WT 10.2 lb,MATL GR SUPER CHROME 110 TSH-511,LG 4 ft	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		3921.5	3921.5		
Deepwater Warehouse	Fieldwood	56375.A		DWW-YARD	PUP JOINT, TUBING,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014 - 57,NOM SZ 3-1/2 IN,WT 10.2 lb,MATL GR SUPER CHROME 110 TSH-511,TOP CONN TYP BXP,LG CUT TO LENGTH	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		4473.5	4473.5		
Deepwater Warehouse	Fieldwood	56484.A		OS-R1-S3	SEAL,MFR:FMC TECHNOLOGIES,PN:P2000025846,TYP 5,SPCL FEATRS 8 TYPE EXTERNAL,APPLI ISOLATION SLEEVE	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			4		857.84	3431.36		
Deepwater Warehouse	Fieldwood	56485.A		MR-5-D	TOOL,MFR:FMC TECHNOLOGIES,PN:P1000064452,TYP THRT HYDRAULIC STAB INSTALLATION	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		2373.89	2373.89		
Deepwater Warehouse	Fieldwood	57031.A		OS-R1-S3	SLEEVE,MFR:FMC TECHNOLOGIES,PN:P1000133891,TYP 5-SEAL; ISOLATION (UPPER)	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		940.5	940.5		
Deepwater Warehouse	Fieldwood	57211.A		OS-R1-S3	THERMOSTAT,MFR:EATON,PN:4709A93G03,TYP ENCLOSURE SPACE HEATER CONTROL	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		580	580		
Deepwater Warehouse	Fieldwood	57212.A		OS-R1-S3	SHUNT,MFR:EATON,PN:SN3P04K,TYP TRIP,VOLT 120 V,APPLI FDR	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		200	200		
Deepwater Warehouse	Fieldwood	57214.A		OS-R1-S3	BLOCK, TERMINAL,MFR:EATON,PN:34-4038-1,TYP LATCHING PULL-APART, STD	142679	MC 782 DANTZLER DEVELOPMENT	EA			2		480	960		
Deepwater Warehouse	Fieldwood	57215.A		OS-R1-S3	HEATER, SPACE,MFR:EATON,PN:4709A92GS2,WATT 150 W	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		469	469		
Deepwater Warehouse	Fieldwood	57216.A		MR-GENERAL	KIT,MFR:EATON,PN:4719A91G10,TYP TOUCH UP PAINT,COMPRISING AEROSOL CANS,QTY 3,SPEC ANSI-61	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		150	150		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	57217.A		MR-GENERAL	KIT,MFR:EATON,PN:155W174SPAYCAN,TYP TOUCH UP PAINT,COMPRISE AEROSOL CANS GLOSS WHITE,QTY 3	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		150	150		
Deepwater Warehouse	Fieldwood	57218.A		OS-R1-S3	RELAY, CONTROL,MFR:EATON,PN:D7PR2A	142679	MC 782 DANTZLER DEVELOPMENT	EA			2		20	40		
Deepwater Warehouse	Fieldwood	57219.A		OS-R1-S3	RELAY, CONTROL,MFR:EATON,PN:D7PAA	142679	MC 782 DANTZLER DEVELOPMENT	EA			2		20	40		
Deepwater Warehouse	Fieldwood	57220.A		OS-R1-S3	FUSE,MFR:EATON,PN:FNQR-1,SPEC BOX OF 10	142679	MC 782 DANTZLER DEVELOPMENT	EA			3		50	150		
Deepwater Warehouse	Fieldwood	57222.A		OS-R1-S3	LENS, INDICATING LIGHT,MFR:EATON,PN:10250TC1N,CLR RED	142679	MC 782 DANTZLER DEVELOPMENT	EA			3		9	27		
Deepwater Warehouse	Fieldwood	57223.A		OS-R1-S3	LENS, INDICATING LIGHT,MFR:EATON,PN:10250TC2N,CLR GREEN	142679	MC 782 DANTZLER DEVELOPMENT	EA			3		9	27		
Deepwater Warehouse	Fieldwood	57224.A		OS-R1-S3	TRANSFORMER, POWER,MFR:EATON,PN:C0150E4GF8,VOLT 1500 VA	142679	MC 782 DANTZLER DEVELOPMENT	EA			2		339	678		
Deepwater Warehouse	Fieldwood	57225.A		OS-R1-S3	PROTECTOR, OVERLOAD,MFR:EATON,PN:HMCPE-MOD-G54,TYP HMCPE MOTOR CIRCUIT,AMP 7 A	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		1990	1990		
Deepwater Warehouse	Fieldwood	57226.A		OS-R1-S3	PROTECTOR, OVERLOAD,MFR:EATON,PN:HMCPE-MOD-G61,TYP HMCPE MOTOR CIRCUIT,AMP 15 A	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		1990	1990		
Deepwater Warehouse	Fieldwood	57227.A		OS-R1-S3	PROTECTOR, OVERLOAD,MFR:EATON,PN:HMCPE-MOD-G56,TYP HMCPE MOTOR CIRCUIT,AMP 30 A	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		1990	1990		
Deepwater Warehouse	Fieldwood	57228.A		OS-R1-S3	ALARM,MFR:EATON,PN:AUXLARMJPK,TYP BELL SW,APPLI FDR BKR	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		180	180		
Deepwater Warehouse	Fieldwood	57229.A		OS-R1-S3	STARTER, ELECTRIC MOTOR,MFR:EATON,PN:N101DS2K3A,TYP SIZE 2 ITEM SERIES,COIL VOLT 120 VAC	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		1152	1152		
Deepwater Warehouse	Fieldwood	57229.A		OS-R1-S3	STARTER, ELECTRIC MOTOR,MFR:EATON,PN:N101DS2K3A,TYP SIZE 2 ITEM SERIES,COIL VOLT 120 VAC	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		1152	1152		
Deepwater Warehouse	Fieldwood	57230.A		OS-R1-S3	STARTER, ELECTRIC MOTOR,MFR:EATON,PN:N101CS1A3A,TYP SIZE 1 ITEM SERIES,COIL VOLT 120 VAC	142679	MC 782 DANTZLER DEVELOPMENT	EA			2		621	1242		
Deepwater Warehouse	Fieldwood	57231.A		OS-R1-S3	LIGHT, INDICATING,MFR:EATON,PN:10250T181N,TYP XFMR,VOLT 6-120 VAC	139351	MC 698 BIG BEND EXECUTE AFE	EA			3		9	27		
Deepwater Warehouse	Fieldwood	57231.A		OS-R1-S3	LIGHT, INDICATING,MFR:EATON,PN:10250T181N,TYP XFMR,VOLT 6-120 VAC	142679	MC 782 DANTZLER DEVELOPMENT	EA			3		9	27		
Deepwater Warehouse	Fieldwood	57232.A		OS-GENERAL	DRIVE,MFR:EATON,PN:SVX040A1-4A1N1,TYP VFD SPARE	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		9141	9141		
Deepwater Warehouse	Fieldwood	57307.A		DWW-YARD-C-VAN 402189 0	INSERT,MFR:FMC TECHNOLOGIES,PN:P1000136103,TYP TEST STUMP ADAPTER SKID,MFR:FMC TECHNOLOGIES,PN:A2104-035,TYP CHOKE INSERT SHIPPING,APPLI GUNFLINT CTR-138, CIXB-292, CIXB-300,SPEC W/HRV-1131 CHOKE, ROT-5167 ACTUATOR	139057	MC 948 GUNFLINT DEVELOPMENT	EA			1		45376	45376		
Deepwater Warehouse	Fieldwood	57309.A		DWW-YARD	PUP JOINT, TUBING,TYP NA,NOM SZ 5-1/2 IN,WT 23 lb,MATL GR 13CR115V,PROCESS FABRICATION,CONN TYP VAM TOP,TOP CONN TYP PIN,BOT CONN TYP PIN,LG 8 ft	139057	MC 948 GUNFLINT DEVELOPMENT	EA			0		228290	0		
Deepwater Warehouse	Fieldwood	57684.A		DWW-YARD	TOOL, DOWN HOLE,MFR:OCEANEERING,PN:8MC000471--01,TYP MANUAL WELLHEAD CLEANING,MFR:OCEANEERING,QUOTE:8MC000471 POWER SUPPLY,MFR:PHOENIX CONTACT,PN:2866776,MFR:PHOENIX CONTACT,PN:QUINT-PS/1AC/24DC/20,TYP BULK,Q/P VOLT 24 VDC,Q/P CURRENT 20 A	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			1		4841.2	4841.2		
Deepwater Warehouse	Fieldwood	57730.A		DWW-YARD-C-VAN 433422 0	TOOL, DOWN HOLE,MFR:OCEANEERING,PN:8MC000471--01,TYP MANUAL WELLHEAD CLEANING,MFR:OCEANEERING,QUOTE:8MC000471 POWER SUPPLY,MFR:PHOENIX CONTACT,PN:2866776,MFR:PHOENIX CONTACT,PN:QUINT-PS/1AC/24DC/20,TYP BULK,Q/P VOLT 24 VDC,Q/P CURRENT 20 A	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			0		7950	0		
Deepwater Warehouse	Fieldwood	57924.A		OS-R1-S3	DISC, RUPTURE,TYP SPARE EXTERNAL,DIA 16 IN,OPRTG PRESS 1800 PSIG AT 150 DEG C,MATL EPRD,BST PRESS 7000 PSI,SEAT ANGL 90 DEG	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		505	505		
Deepwater Warehouse	Fieldwood	57969.A		MR-1-D	DISC, RUPTURE,TYP SPARE,DIA 16 IN,OPRTG PRESS 7500 PSIG,MATL IPRD,BST PRESS 5250 OSIG AT 200 DEG F,SEAT ANGL 90 DEG			EA			4		1193.115	4772.46		
Deepwater Warehouse	Fieldwood	57970.A		MR-1-D	SUB,MFR:NOV,PN:504082/005,TYP TOP SUB CASING PATCH,CASNG SZ 13-5/8 IN,OD 16-3/4 IN,CASNG WT 88.2, PRESS RTNG 15000 PSI,MATL GR 4340,CONN SZ HYD 523,CONN TYP BOX			EA			2		2094.13	4188.26		
Deepwater Warehouse	Fieldwood	58181.A		MW R10-1	SUB,MFR:LOGAN,PN:A11009-15-000,TYP TOP SUB FOR CASING PATCH,CASNG SZ 14 IN,OD 17-3/8 IN,CASNG WT 113,MATL GR 4140,CONN SZ HYD 523,CONN TYP BOX	144040	MC 948 4 GUNFLINT D&E	EA			1		21838.95	21838.95		
Deepwater Warehouse	Fieldwood	58182.A		MW R11-FL	SUB,MFR:LOGAN,PN:A11009-15-000,TYP TOP SUB FOR CASING PATCH,CASNG SZ 14 IN,OD 17-3/8 IN,CASNG WT 113,MATL GR 4140,CONN SZ HYD 523,CONN TYP BOX	144040	MC 948 4 GUNFLINT D&E	EA			2		28727	57454		
Deepwater Warehouse	Fieldwood	58185.A		MW R8-3	GASKET,MFR:B.O.P. PRODUCTS,PN-SUBX18A3,TYP A - RING,NOM SZ 18-3/4 IN,PRESS RTNG 10K-15K PSI,MATL SS,STYL WP	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		3995	7990		
Deepwater Warehouse	Fieldwood	58419.A		BW-AREA 3	SLEEVE,MFR:TRENDSSETTER ENG.,PN-A1004424,TYP BRIDGING,DIM ID 9-1/2 X LG 18-3/4 IN,MATL F22 80 KSI,PRESS RTNG 15000 PSI	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		372600	372600		
Deepwater Warehouse	Fieldwood	58423.A		MW-R15-FL	PROTECTOR,MFR:TRENDSSETTER ENG.,PN-A1004325,TYP H4 DEBRIS CAB,DIM 27 IN,MATL N/A	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		8800	8800		
Deepwater Warehouse	Fieldwood	58424.A		MW R7-3	SLEEVE,MFR:TRENDSSETTER ENG.,PN-A1004541,TYP BRIDGING,DIM N/A,MATL N/A,SPLC FEATRS SURFACE INSTALL TOOL,APPLI SLEEVE HANDLING MANDREL, ASSEMBLY,MFR:PETRO TECHNOLOGIES,PN:160M221,TYP WYE BLOCK,DIM SQ 1/2 X THK 3/8 IN,STD REV A	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		12700	12700		
Deepwater Warehouse	Fieldwood	58621.A		MR-1-D	PUP JOINT, CASING,NOM SZ 3-1/2 IN,WT 9.2 lb,MATL 13CR110,MATL GR N/A,PROCESS N/A,TOP CONN TYP VAM FIL,BOT CONN TYP VAM FIL,LG 2 ft			EA			0		3995.13	0		
Deepwater Warehouse	Fieldwood	59023.A		PUP JOINT RACK-FLOOR	PUP JOINT, CASING,NOM SZ 3-1/2 IN,WT 9.2 lb,MATL 13CR110,MATL GR N/A,PROCESS N/A,TOP CONN TYP VAM FIL,BOT CONN TYP VAM FIL,LG 10 ft			EA			1		917.5	917.5		
Deepwater Warehouse	Fieldwood	59027.A		PUP JOINT RACK-TIER 3	PUP JOINT, CASING,NOM SZ 3-1/2 IN,WT 9.2 lb,MATL 13CR110,MATL GR N/A,PROCESS N/A,TOP CONN TYP VAM FIL,BOT CONN TYP VAM FIL,LG 10 ft			EA			1		2469.73	2469.73		
Deepwater Warehouse	Fieldwood	59028.A		PUP JOINT RACK-TIER 2	PUP JOINT, CASING,NOM SZ 3.5 IN,WT 9.3 lb/ft,MATL N/A,MATL GR 13CR110,PROCESS N/A,TOP CONN TYP BTS-8 S/C,BOT CONN TYP BTS-8 S/C,LG 6 ft			EA			2		1662.95	3325.9		
Deepwater Warehouse	Fieldwood	59033.A		PUP JOINT RACK-TIER 2	COUPLING, FLOW,NOM SZ 3.5 IN,WT 9.3 lb/ft,MATL GR 13CR110,CONN TYP BTS-8 S/C,CONN SZ 3.5 IN,LG 6 ft,MATL N/A,MATL SPEC HYPER 13CR110			EA			1		1848.94	1848.94		
Deepwater Warehouse	Fieldwood	59035.A		PUP JOINT RACK-TIER 1	COUPLING, FLOW,NOM SZ 3.5 IN,WT 9.3 lb/ft,MATL GR 13CR95,CONN TYP BTS-8 S/C,CONN SZ 3.5 IN,LG 6 ft,MATL N/A,MATL SPEC 13CR95	142981	MC 782 2 DANTZLER COMPLETION	EA			2		2571	5142		
Deepwater Warehouse	Fieldwood	59036.A		DWW-YARD	TUBING,ID 3 IN,OD 3.5 IN,MATL 13CR95,LG 94 ft,TYP PRODUCTION FLANGE,MFR:OIL STATES,PN:PD17360,DIM 7-1/16 IN,CONN STYL RTJ	142981	MC 782 2 DANTZLER COMPLETION	FT			94		36.5	3431		
Deepwater Warehouse	Fieldwood	59113.A		DWW-YARD-C-VAN 429796	SWIPE,OPRTG PRESS 10000 PSI,MFR DWG:WELDMENT DRAWING OIL STATES, MFR:OIL STATES,QUOTE:88D-SS-SF-EQT-DWG-0015	141585	MC 698 BIG BEND LONG LEADS	EA			2		19460	38920		
Deepwater Warehouse	Fieldwood	59115.A		DWW-YARD	COLLAR,MFR:OIL STATES,PN:PD17190,TYP ANTI-ROTATION	141585	MC 698 BIG BEND LONG LEADS	EA			2		68411	136822		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	59341.A		BW-R5-1	SOCKET, SOCKET WRENCH SET,MFR:OIL STATES,PN:W12340C,TYP T-HANDLE W/ SOCKET,MATL STEEL, SPLCL FEATRS FABRICATED- SOCKET W/ 1.625 IN SLCT,MFR DWG:HANDLE SOCKET OIL STATES, MFR:OIL STATES,QUOTE:SP1K-23-279	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		4500.98	4500.98		
Deepwater Warehouse	Fieldwood	59467.A		MR-3-E	GASKET, RING JOINT,MFR:CAMERON,PN:2274164-01,CROSS SEC SHAPE SPHERICAL,MATL 316 SS,MATL GR STAINLESS STEEL,NOM SZ 6 IN,SURF FNISH SILVER PLATED	142679	MC 782 DANTZLER DEVELOPMENT	EA			6		2710.75	16264.5		
Deepwater Warehouse	Fieldwood	59467.B		N/A	GASKET, RING JOINT,MFR:CAMERON,PN:2274164-01,CROSS SEC SHAPE SPHERICAL,MATL 316 SS,MATL GR STAINLESS STEEL,NOM SZ 6 IN,SURF FNISH SILVER PLATED	AFF FW580018	KATMAI/ORLOV/GE NOVESA	EA			0		0	0		
Deepwater Warehouse	Fieldwood	59545.A		BW-AREA 3	ASSEMBLY,TYP RUPTURE DISC,SZ 22 IN IN,MATL WELDED STEEL,MATL GR X-80,COMPRISING RUPTURE DISC SUB 22 X 1.250 IN 277H, H900M/MT PIN X H90M/MT W/2 PORTS 180 DEG APART, RATED 5500 PSIG AT 150 DEG F W/2000 PSIG MIN BACK PRESSURE(8 FT)	144040	MC 948 4 GUNFLINT D&E	EA			1		87750.24	87750.24		
Deepwater Warehouse	Fieldwood	59576.A		DWW YARD C-VAN HLXU 61620-6	CAP,MFR:CAMERON,PN:2181509-06,TYP FLOWLINE HUB,SZ 8 IN,CONN TYP AUTOCLAVE PORT 9/16 IN,COMPRISING PLUG; SEAL ID 6.392 IN; (2) O RINGS,SPLCL FEATRS PRESSURE 15000 PSI	123828	MC 519 1 LONG LEAD ITEMS	EA			1		88354.9	88354.9		
Deepwater Warehouse	Fieldwood	59578.A		MR-4-E	PLUG,MFR:CAMERON,PN:0303-43 REV A,TYP LOOPED	127682	VK 917 1 ST2 DRILL	EA			1		1500	1500		
Deepwater Warehouse	Fieldwood	59637.A		MW-R8-2	SUB,MFR:WORKSTRING,PN:CTM57 PIN	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		7200	14400		
Deepwater Warehouse	Fieldwood	59637.A		DWW-YARD-C-VAN 402189 0	SUB,MFR:WORKSTRING,PN:CTM57 PIN	142981	MC 782 2 DANTZLER COMPLETION	EA			1		7833	7833		
Deepwater Warehouse	Fieldwood	59656.A		OS-GENERAL	SENSOR,MFR:RSI GLOBAL,PN:RSI / TREE SENSOR TEST SET,DIM SQ 21 X HT 22 IN,CABL LG 20 FT,SPLCL FEATRS ELECTRICAL SCHEMATIC INCLUDED; 334A LOOP CALIBRATOR W/CIRCULAR CONNECTOR INSTALLED,MFR:RSI GLOBAL,QUOTE:NP0615770	203563	Rio Grande Spares MC 519 1 LONG LEAD ITEMS	EA			1		5953	5953		
Deepwater Warehouse	Fieldwood	59726.A		MW-AREA 4	FRAME,MFR:CAMERON,PN:222652-26 REV 02,TYP SCM SHIPPING	123828	MC 519 1 LONG LEAD ITEMS	EA			0		5595	0		
Deepwater Warehouse	Fieldwood	59727.A		DWW-YARD	STAND,MFR:CAMERON,PN:223997-70,TYP SCM TEST	123828	MC 519 1 LONG LEAD ITEMS	EA			0		1500	0		
Deepwater Warehouse	Fieldwood	59733.A		MW-R11-1	VALVE, FLUSH,MFR:SKOFLO,PN:SSVGEZFS15000A	AFF FW193006	GENOVESA	EA			1		31980	31980		
Deepwater Warehouse	Fieldwood	59737.A		MR-1-E	HOT STAB, ROV,MFR:OCEANEERING,PN:A05320-M,TYP DUAL PORT,PRESS RTNG 10000 PSI			EA			1		1218.27	1218.27		
Deepwater Warehouse	Fieldwood	59738.B		MW-AREA 2	LONG TERM COVER ASSEMBLY, J-PLATE, 8 LINES. MFR: AKER SOLUTIONS, PN: 10057795			EA			1		0	0		
Deepwater Warehouse	Fieldwood	59741.A		BW-AREA 3	MODULE, COMMUNICATION,MFR:CAMERON,PN:223262-46,TYP SCM DUMMY TEST POD	123828	MC 519 1 LONG LEAD ITEMS	EA			0		75000	0		
Deepwater Warehouse	Fieldwood	59859.A		MW-R8-3	PACKER,MFR:HALLIBURTON,PN:212009599-ZHAA	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			1		111545.6	111545.6		
Deepwater Warehouse	Fieldwood	60575.A		DWW-YARD	SCREEN,MFR:SUPERIOR ENERGY SERVICES,PN:DF-450-250H-151FE-R2,TYP DYNAFLO DB,WT 15.1,LG 30 FT,MATL 13CR-110,SPLCL FEATRS 200M,SPEC 316L	127684	VK 917 1 ST2 COMPLETE	EA			3		22790	68370		
Deepwater Warehouse	Fieldwood	60576.A		DWW-YARD	SCREEN,MFR:SUPERIOR ENERGY SERVICES,PN:DF-450-250H-151FE-R3,TYP DYNAFLO DB,WT 15.1,LG 40 FT,CL SLHT,MATL 13CR-110,SPLCL FEATRS 200M,SPEC 316L	127684	VK 917 1 ST2 COMPLETE	EA			1		22720	22720		
Deepwater Warehouse	Fieldwood	61117.A		MR-GENERAL	MODULE,MFR:AKER,PN:8B15-000726-60,TYP DUAL BRIDGE,O/P 5M,APPLI COMPUTER,BRAND:CONTROLNET,BRAND:UNKNOWN	139351	MC 698 BIG BEND EXECUTE AFE	EA			0		6532.65	0		
Deepwater Warehouse	Fieldwood	61118.A		MR-GENERAL	POWER SUPPLY,MFR:AKER,PN:8B15-000782-48,PN:1756-PA72,I/P VOLT 85-265 VA,POWER RTG 25 W,DIM 140 X 112 X 145 mm,APPLI COMPUTER,STD CSA, UL,BRAND:CONTROLLOGIX,BRAND:UNKNOWN	139351	MC 698 BIG BEND EXECUTE AFE	EA			0		3110.78	0		
Deepwater Warehouse	Fieldwood	61120.A		MR-GENERAL	MODULE,MFR:AKER,PN:8B15-000782-50,PN:1756-IB32,32 POINT INPUT/OUTPUT,VOLT 10-31 V,COMPUTER,STD CSA, UL	139351	MC 698 BIG BEND EXECUTE AFE	EA			0		1399.85	0		
Deepwater Warehouse	Fieldwood	61121.A		MR-GENERAL	MODULE,MFR:AKER,PN:8B15-000782-51,PN:1756-OB32,TYP 32 POINT INPUT/OUTPUT,VOLT 10-31 V,APPLI COMPUTER,STD CSA, UL	142679	MC 782 DANTZLER DEVELOPMENT	EA			0		2022.01	0		
Deepwater Warehouse	Fieldwood	61122.A		MR-GENERAL	MODULE,MFR:AKER,PN:8B15-000782-52,PN:1756-IF8,TYP 8-CHANNEL ANALOG INPUT,VOLT 0-10 V,APPLI COMPUTER	142679	MC 782 DANTZLER DEVELOPMENT	EA			0		3421.86	0		
Deepwater Warehouse	Fieldwood	61123.A		MR-GENERAL	PANEL CONTROL,MFR:AKER,PN:10190723,TYP ONLINE CONTROL AND CONNECTION, MCS	139351	MC 698 BIG BEND EXECUTE AFE	EA			0		20220.1	0		
Deepwater Warehouse	Fieldwood	61124.A		MR-GENERAL	SWITCH, NETWORK,MFR:AKER,PN:10160966,MFR:CISCO,PN:IE 3010,TYP ETHERNET,DIM WD 17.5 X HT 1.8 X DP 14 IN,LAYER 3, 1XAC PSU	142679	MC 782 DANTZLER DEVELOPMENT	EA			0		12443.14	0		
Deepwater Warehouse	Fieldwood	61125.A		MR-GENERAL	SERVER,AUTOMATIC DATA PROCESSING,MFR:AKER,PN:10074121,TYP PORT,DIM WD 6.60 X LG 16.80 X DP 1.60 IN,PWR SUPPLY 100-250 VAC, 50/60 HZ,STD CSA, UL,MN-DIGI TS16 MEI	142679	MC 782 DANTZLER DEVELOPMENT	EA			0		6221.57	0		
Deepwater Warehouse	Fieldwood	61137.A		MR-5-C	MODULE,MFR:AKER,PN:8B14-060480-12,TYP ICON TOPSIDE EXTENDED MODEM,MN:1200 SERIES	203563	Rio Grande Spares	EA			0		3910	0		
Deepwater Warehouse	Fieldwood	61143.A		MR-GENERAL	RACK, ELECTRONIC,MFR:AKER,PN:10187605,VOLT 120/208/240 V,WATT 600-1200 VA / 2.5 KVA	142679	MC 782 DANTZLER DEVELOPMENT	EA			0		55510.21	0		
Deepwater Warehouse	Fieldwood	61144.A		MR-GENERAL	RACK, ELECTRONIC,MFR:AKER,PN:10236194,VOLT 120/208/240 V,WATT 300-600 VA / 2.5 KVA	139351	MC 698 BIG BEND EXECUTE AFE	EA			0		52671.54	0		
Deepwater Warehouse	Fieldwood	61145.A		MR-5-B	UNIT,MFR:AKER,PN:10246629,TYP AUXILIARY CONNECTION	203563	Rio Grande Spares	EA			0		20527.53	0		
Deepwater Warehouse	Fieldwood	61148.A		MR-5-C	FILTER,MFR:AKER,PN:10254893MFR: RITTAL,TYP OUTLET,WD 323 mm,LG 323 mm,SPLCL FEATRS COLOR: RAL 7035	203563	Rio Grande Spares	EA			0		1955	0		
Deepwater Warehouse	Fieldwood	61149.A		MR-GENERAL	KEYBOARD,MFR:AKER,PN:10186368,APPLI MONITOR KIT, VALVE REPAIR,MFR:CORNERSTONE,PN:413-4305449CC,COMPRISING 17-4PH SS BALL AND SEAT CARRIERS, RTFE/ELGILOY STEM SEAL, LT JW VITON LIP SEALS	142679	MC 782 DANTZLER DEVELOPMENT	EA			0		4666.17	0		
Deepwater Warehouse	Fieldwood	61209.A		OS-R1-S3	AND O-RINGS,APPLI 430 SERIES BALL VALVE PEEK SEAT	139351	MC 698 BIG BEND EXECUTE AFE	EA			2		3710	7420		
Deepwater Warehouse	Fieldwood	61210.A		OS-R1-S2	VALVE, BALL,MFR:PRECISION TECH,PN:BV2-230KB12MFR: ACECO,TYP COMPACT TRUNNION,CONN 1 SZ 2 IN,CL 10K	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		2785.71	2785.71		
Deepwater Warehouse	Fieldwood	61211.A		OS-R1-S2/1 OF 2 OS-R1-FL/2 OF 2	VALVE, CHECK,MFR:PRECISION TECH,PN:CV-662KCA12MFR: ACECO,TYP COMPACT SWING,VLV SZ 10 IN,CL 10K	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		9642.85	9642.85		
Deepwater Warehouse	Fieldwood	61212.A		OS-R1-S2	VALVE, CHECK,MFR:PRECISION TECH,PN:CV-635KCA12MFR: ACECO,TYP COMPACT SWING,VLV SZ 6 IN,CL 10K	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		2142.86	2142.86		
Deepwater Warehouse	Fieldwood	61213.A		OS-R1-S2	VALVE, CHECK,MFR:PRECISION TECH,PN:CV-630KCA12MFR: ACECO,TYP COMPACT SWING,VLV SZ 2 IN,CL 10K	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		876.92	876.92		
Deepwater Warehouse	Fieldwood	61214.A		OS-R1-S2	VALVE, BALL,MFR:PRECISION TECH,PN:BV2-431KH12MFR: ACECO,TYP COMPACT DOUBLE,CONN 1 SZ 2 IN,CL 10K	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		5571.43	5571.43		
Deepwater Warehouse	Fieldwood	61215.A		OS-R1-S2	VALVE,MFR:PRECISION TECH,PN:BV1-830KA12MFR: ACECO,TYP COMPACT THROTTLE,CONN 1 SZ 2 IN,CL 10K	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		2442.86	2442.86		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	61216.A		OS-R1-S2	KIT, VALVE REPAIR;MFR:CORNERSTONE,PN-413-AA8814,COMPRISING PEEK SEAT, 17-4PH SS BALL AND SEAT CARRIERS, RTFE/ELGILOY STEM SEAL, TFE LIP SEALS AND FACE SEALS, FLUOROSILICONE O-RINGS,APPLI 430 SERIES BALL VALVE	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		4249.9	4249.9		
Deepwater Warehouse	Fieldwood	61217.A		OS-R1-S2	KIT, VALVE REPAIR;MFR:CORNERSTONE,PN-413-AA8815,COMPRISING PEEK SEAT, 17-4PH SS THROTTLE BALL AND SEAT CARRIERS, RTFE/ELGILOY STEM SEAL, TFE LIP SEALS AND FACE SEALS, FLUOROSILICONE O-RINGS,APPLI 430 SERIES BALL VALVE	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		6100	6100		
Deepwater Warehouse	Fieldwood	61218.A		OS-R1-S2	KIT, VALVE REPAIR;MFR:CORNERSTONE,PN-413-4335449CC,COMPRISING PEEK SEAT, 17-4PH SS BALL AND SEAT CARRIERS, RTFE/ELGILOY STEM SEAL, LT JW VITON LIP SEALS AND O-RINGS,APPLI 433 SERIES BALL VALVE	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		8025	8025		
Deepwater Warehouse	Fieldwood	61219.A		OS-R1-S2	KIT, VALVE REPAIR;MFR:CORNERSTONE,PN-414-454424C,COMPRISING 17-4PH SS SEAT, NITRONIC 60 DISC, 17-4PH SS SHAFT,APPLI 454 SERIES CHECK VALVE	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		4700	4700		
Deepwater Warehouse	Fieldwood	61220.A		OS-R1-S2	KIT;MFR:CORNERSTONE,PN:50020703.004,TYP COMPACT SOFT GOODS REPAIR,SZ 10 IN,COMPRISING 17-4 H1075 AND CF PEEK SEAT AND INSERTS, VITON/PTEF/GRAPHOIL SEALS	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		18531.96	18531.96		
Deepwater Warehouse	Fieldwood	61221.A		OS-GENERAL	VALVE, BALL;MFR:PRECISION TECH,PN:BV2-262KBF12MFR: ACECO,TYP COMPACT TRUNNION,CONN 1 SZ 10 IN,CL 10K	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		15857.14	15857.14		
Deepwater Warehouse	Fieldwood	61222.A		OS-GENERAL	VALVE, BALL;MFR:PRECISION TECH,PN:BV2-261KBF12MFR: ACECO,TYP COMPACT TRUNNION,CONN 1 SZ 8 IN,CL 10K	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		9857.14	9857.14		
Deepwater Warehouse	Fieldwood	61223.A		OS-R1-S2	VALVE, BALL;MFR:PRECISION TECH,PN:BV2-235KBF12MFR: ACECO,TYP COMPACT TRUNNION,CONN 1 SZ 6 IN,CL 10K	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		4585.71	4585.71		
Deepwater Warehouse	Fieldwood	61241.A		DWW-YARD	CASING, OCTG;NOM SZ 7 IN,WT 32.00 lb/ft,MATL GR 13CR110M,PROCESS NA,CONN TYP VAM TOP,LG R1,DRIFT DIA 6 IN			FT			20		43.135	862.7		
Deepwater Warehouse	Fieldwood	61366.A		DWW-YARD-C-VAN 401592 1	VALVE, RELIEF;MFR:NOV,PN:PSV-1030,VLV SZ 4 X 6 IN,CONN TYP RTJ X RF,PRESS RANGE CL 900 X CL 300,OPRTD PILOT,ORFC SZ 2.853 IN,STD API	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		40301.25	40301.25		
Deepwater Warehouse	Fieldwood	61981.A		DWW-YARD	PIPE;TYPE LINE,NOM SZ NA SCH NA,WALL THK 1.150 IN,MATL NA,MATL GR X65,PROCESS SEAMLESS,END CONN NA,LG 40 ft,COATG EXT BARE,STD API SL,NOM PIPE SZ 8.625 IN	141585	MC 698 BIG BEND LONG LEADS	FT			200		116.48	23296		
Deepwater Warehouse	Fieldwood	61988.A		MR-2-A	DISC, RUPTURE;MFR:FIKE,PN:A9311-6,TYP SPARE INTERNAL RUPTURE DISC,OPRTG PRESS RATED 5900 PSI,BST PRESS MINIMUM 4570 PSI,OP TEMP 150			EA			4		1565.455	6261.82		
Deepwater Warehouse	Fieldwood	61989.A		DWW-YARD	FRAME;MFR:AQUEOUS,PN:SCH-1100,DIM 6 X 1.5 X 2 ft,MATL CARBON STEEL,SPCL FEATRS DIVE STAGE GUIDE WEIGHT, 700-875 LBS	141898	VK 826 Neptune Extension	EA			1		3500	3500		
Deepwater Warehouse	Fieldwood	61992.A		DWW-YARD	FRAME;MFR:GLOBAL DIVERS&MARINE,PN-TGS-03,DIM 20 X 8 X 4 ft,MATL CARBON STEEL,SPCL FEATRS DIVING LARS SKID, 6000 LB SWL			EA			1		5366.51	5366.51		
Deepwater Warehouse	Fieldwood	61995.A		DWW-YARD	FRAME;MFR:GLOBAL DIVERS&MARINE,PN-TGS-03,DIM 9 X 2.6 FT X 6 IN,MATL CARBON STEEL,SPCL FEATRS WET BELL TUGGER SKID, 5000 LB SWL			EA			1		1013.94	1013.94		
Deepwater Warehouse	Fieldwood	62365.A		MW-R10-FL	VALVE, BALL;MFR:CORTEC,PN:BN114-1742001-30XC-0000-31LUB8,TYP ASSEMBLY, COMPACT TRUNNION,CONN 1 SZ 7-1/16 IN,CONN 2 SZ 6-3/8 IN,CL 10000 PSI,TRIM SS 17-4PH-TC,SFTGDS VITON (EDR),SPCL FEATRS BONNET, RETAINER (XYLAN COATED),STD BS,MN:6AV1	203563	Rio Grande Spares	EA			1		55680	55680		
Deepwater Warehouse	Fieldwood	62365.A		MW-R10-FL	VALVE, BALL;MFR:CORTEC,PN:BN114-1742001-30XC-0000-31LUB8,TYP ASSEMBLY, COMPACT TRUNNION,CONN 1 SZ 7-1/16 IN,CONN 2 SZ 6-3/8 IN,CL 10000 PSI,TRIM SS 17-4PH-TC,SFTGDS VITON (EDR),SPCL FEATRS BONNET, RETAINER (XYLAN COATED),STD BS,MN:6AV1	203563	Rio Grande Spares	EA			1		55680	55680		
Deepwater Warehouse	Fieldwood	62367.A		MW-R10-FL	VALVE, BALL;MFR:CORTEC,PN:BN114-160-6802-76XC-0000-32OCC,TYP ASSEMBLY,CONN 1 SZ 1-13/16 IN,CL 10000 PSI,BODY MATL DUPLEX SS,MATL GR F51,TRIM 17-4-TC /17-4 NIT,SFTGDS EOL 985,ACTTR STYL ION PLATED BONNET,STD BS,MN:6AV1	203563	Rio Grande Spares	EA			1		23425	23425		
Deepwater Warehouse	Fieldwood	62368.A		MW-R12-FL	VALVE, BALL;MFR:CORTEC,PN:BN182-1741901-30X-0000-31PUBB,TYP ASSEMBLY, COMPACT TRUNNION,CONN 1 SZ 7-1/16 IN,CONN 2 SZ 6-3/8 IN,CL 10000 PSI,BODY MATL 4130AS,TRIM STEM: 17-4PH,BALL: 17-PH, PEEK,SFTGDS VITON EDR,STD BS, API	203563	Rio Grande Spares	EA			1		58325	58325		
Deepwater Warehouse	Fieldwood	62369.A		MW-R10-FL	SCREW, CAP;MFR:CORTEC,PN:BN575-F225200-07TC-1,HEAD FLAT,DIA 1-3/8 IN,THD UNC 8 TP,1/6 IN,MATL GR B7,SURF TRTMTN PTFE COATED PER SM.07,SPCL FEATRS REV A,APPLI VALVES ON LINES 1 AND 3	203563	Rio Grande Spares	EA			12		75	900		
Deepwater Warehouse	Fieldwood	62370.A		MW-R10-FL	SEAL;MFR:CORTEC,PN:BN580-1616700-6900-1,TYP CLOSED CELL FOAM EXTRA, WEATHER,STD VALVES ON LINES 1 AND 3,REF-EC SZ-16	203563	Rio Grande Spares	EA			6		14	84		
Deepwater Warehouse	Fieldwood	62371.A		MW-R10-FL	SCREW, CAP;MFR:CORTEC,PN:BN575-F142400-27TC-1,HEAD FLAT,DIA 7/8 IN,THD UNC 9 TP,1/6 IN,MATL GR B7,SURF TRTMTN PTFE COATED PER SM.27,SPCL FEATRS REV A,APPLI VALVE ON LINE 2	203563	Rio Grande Spares	EA			6		18	108		
Deepwater Warehouse	Fieldwood	62372.A		MW-R10-FL	SEAL;MFR:CORTEC,PN:BN580-6010373-6900-1,TYP CLOSED CELL FOAM EXTRA, WEATHER,APPLI VALVE ON LINE 2,REF-EC SZ-73	203563	Rio Grande Spares	EA			3		4	12		
Deepwater Warehouse	Fieldwood	62453.A		DWW-YARD-C-VAN 402189 0	BLADDER, ACCUMULATOR;MFR:PROSERV,PN:070716,VOL CPCTY 5 gal,OPRTG PRESS 5000 PSI,SPEC 1-7/BUNF, BVI GAS	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			0		3570	0		
Deepwater Warehouse	Fieldwood	62453.A		DWW-YARD-C-VAN 402189 0	BLADDER, ACCUMULATOR;MFR:PROSERV,PN:070716,VOL CPCTY 5 gal,OPRTG PRESS 5000 PSI,SPEC 1-7/BUNF, BVI GAS	141585	MC 698 BIG BEND LONG LEADS	EA			0		3570	0		
Deepwater Warehouse	Fieldwood	62535.A		DWW-YARD-C-VAN 401592 1	KIT;MFR:ACADIAN,PN:2INBA32MFR: MOMA,SZ 2 IN,CL 1500,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI TRUNNION	203563	Rio Grande Spares	EA			1		1895.19	1895.19		
Deepwater Warehouse	Fieldwood	62536.A		DWW-YARD-C-VAN 401592 1	KIT;MFR:ACADIAN,PN:4INEHA32-KMFR: MOMA,SZ 4 IN,CL 900,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI TRUNNION-DBB COMMISSIONING	203563	Rio Grande Spares	EA			1		2513.08	2513.08		
Deepwater Warehouse	Fieldwood	62537.A		DWW-YARD-C-VAN 401592 1	KIT;MFR:ACADIAN,PN:6INABF71MFR: MOMA,SZ 6 IN,CL 150,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI FLOATER COMMISSIONING	203563	Rio Grande Spares	EA			1		5303.95	5303.95		
Deepwater Warehouse	Fieldwood	62538.A		DWW-YARD-C-VAN 401592 1	KIT;MFR:ACADIAN,PN:6INEHA32-KMFR: MOMA,SZ 6 IN,CL 900,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI TRUNNION-DBB COMMISSIONING	203563	Rio Grande Spares	EA			1		4641.93	4641.93		
Deepwater Warehouse	Fieldwood	62539.A		DWW-YARD-C-VAN 401592 1	KIT;MFR:ACADIAN,PN:8INBA31MFR: MOMA,SZ 8 IN,CL 300,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI TRUNNION COMMISSIONING	203563	Rio Grande Spares	EA			2		5303.95	10607.9		
Deepwater Warehouse	Fieldwood	62540.A		DWW-YARD-C-VAN 401592 1	KIT;MFR:ACADIAN,PN:8INEHA32-KMFR: MOMA,SZ 8 IN,CL 900,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI TRUNNION-DBB COMMISSIONING	203563	Rio Grande Spares	EA			1		4974.23	4974.23		
Deepwater Warehouse	Fieldwood	62541.A		DWW-YARD-C-VAN 401592 1	KIT;MFR:ACADIAN,PN:2INABF71MFR: MOMA,SZ 2 IN,CL 150,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI FLOATER COMMISSIONING	203563	Rio Grande Spares	EA			1		1233.18	1233.18		
Deepwater Warehouse	Fieldwood	62542.A		DWW-YARD-C-VAN 401592 1	KIT;MFR:ACADIAN,PN:6INABA71MFR: MOMA,SZ 6 IN,CL 150,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI FLOATER COMMISSIONING	203563	Rio Grande Spares	EA			1		5303.94	5303.94		



Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	62543.A		DWW-YARD-C-VAN 401592 1	KIT,MFR:ACADIAN,PN:2INABF01MFR: MOMA,SZ 2 IN,CL 150,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI FLOATING BALL VALVE COMMISSIONING	203563	Rio Grande Spares	EA			1		737.32	737.32		
Deepwater Warehouse	Fieldwood	62544.A		DWW-YARD-C-VAN 401592 1	KIT,MFR:ACADIAN,PN:6INAB01MFR: MOMA,SZ 6 IN,CL 150,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI TRUNNION COMMISSIONING	203563	Rio Grande Spares	EA			1		3647.6	3647.6		
Deepwater Warehouse	Fieldwood	62545.A		DWW-YARD-C-VAN 401592 1	KIT,MFR:ACADIAN,PN:2INFBF12-LTMFR: MOMA,SZ 2 IN,CL 1500,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI TRUNNION BALL VALVE COMMISSIONING	203563	Rio Grande Spares	EA			1		996.93	996.93		
Deepwater Warehouse	Fieldwood	62546.A		DWW-YARD-C-VAN 401592 1	KIT,MFR:ACADIAN,PN:3INHF02MFR: MOMA,SZ 3 IN,CL 1500,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI TRUNNION-DBB COMMISSIONING	203563	Rio Grande Spares	EA			2		1043.66	2087.32		
Deepwater Warehouse	Fieldwood	62547.A		DWW-YARD-C-VAN 401592 1	KIT,MFR:ACADIAN,PN:2INFMAD00MFR: MOMA,SZ 2 X 1/2 IN,CL 1500,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI MONO-DBB COMMISSIONING	203563	Rio Grande Spares	EA			3		2390.19	7170.57		
Deepwater Warehouse	Fieldwood	62548.A		DWW-YARD-C-VAN 401592 1	KIT,MFR:ACADIAN,PN:2INKMA16MFR: MOMA,SZ 2 X 1/2 IN,CL 10000 PSI,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI MONO-DBB COMMISSIONING	203563	Rio Grande Spares	EA			2		3063.465	6126.93		
Deepwater Warehouse	Fieldwood	62549.A		DWW-YARD-C-VAN 401592 1	KIT,MFR:ACADIAN,PN:3INABF71-LTMFR: MOMA,SZ 3 IN,CL 150,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI FLOATING BALL VALVE COMMISSIONING	203563	Rio Grande Spares	EA			1		1090.4	1090.4		
Deepwater Warehouse	Fieldwood	62550.A		DWW-YARD-C-VAN 401592 1	KIT,MFR:ACADIAN,PN:3INFB02MFR: MOMA,SZ 3 IN,CL 1500,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI TRUNNION BALL VALVE COMMISSIONING	203563	Rio Grande Spares	EA			1		1233.18	1233.18		
Deepwater Warehouse	Fieldwood	62551.A		DWW-YARD-C-VAN 401592 1	KIT,MFR:ACADIAN,PN:3INFA02MFR: MOMA,SZ 3 IN,CL 1500,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI TRUNNION-DBB COMMISSIONING	203563	Rio Grande Spares	EA			1		1043.66	1043.66		
Deepwater Warehouse	Fieldwood	62552.A		DWW-YARD-C-VAN 401592 1	KIT,MFR:ACADIAN,PN:6INFA02MFR: MOMA,SZ 6 IN,CL 1500,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI TRUNNION-DBB COMMISSIONING	203563	Rio Grande Spares	EA			1		5919.23	5919.23		
Deepwater Warehouse	Fieldwood	62553.A		DWW-YARD-C-VAN 401592 1	KIT,MFR:ACADIAN,PN:8INAB01MFR: MOMA,SZ 8 IN,CL 150,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI TRUNNION COMMISSIONING	203563	Rio Grande Spares	EA			2		4640.725	9281.45		
Deepwater Warehouse	Fieldwood	62554.A		DWW-YARD-C-VAN 401592 1	KIT,MFR:ACADIAN,PN:3INFCW02MFR: IFC,SZ 3 IN,CL 150,COMPRISING SPRING, HINGE PIN, STOP PIN, WASHER,APPLI DUAL PLATE CHECK VALVE COMMISSIONING	203563	Rio Grande Spares	EA			1		202.7	202.7		
Deepwater Warehouse	Fieldwood	62555.A		DWW-YARD-C-VAN 401592 1	KIT,MFR:ACADIAN,PN:6INACW01MFR: IFC,SZ 6 IN,CL 150,COMPRISING SPRING, HINGE PIN, STOP PIN, WASHER,APPLI DUAL PLATE CHECK VALVE COMMISSIONING	203563	Rio Grande Spares	EA			1		507.44	507.44		
Deepwater Warehouse	Fieldwood	62556.A		DWW-YARD-C-VAN 401592 1	KIT,MFR:ACADIAN,PN:6INBCW31MFR: IFC,SZ 6 IN,CL 300,COMPRISING SPRING, HINGE PIN, STOP PIN, WASHER,APPLI DUAL PLATE CHECK VALVE COMMISSIONING	203563	Rio Grande Spares	EA			1		676.26	676.26		
Deepwater Warehouse	Fieldwood	62557.A		DWW-YARD-C-VAN 401592 1	KIT,MFR:ACADIAN,PN:4INECW32MFR: IFC,SZ 4 IN,CL 900,COMPRISING SPRING, HINGE PIN, STOP PIN, WASHER,APPLI DUAL PLATE CHECK VALVE COMMISSIONING	203563	Rio Grande Spares	EA			1		313.38	313.38		
Deepwater Warehouse	Fieldwood	62558.A		DWW-YARD-C-VAN 401592 1	KIT,MFR:ACADIAN,PN:6INECW32MFR: IFC,SZ 6 IN,CL 900,COMPRISING SPRING, HINGE PIN, STOP PIN, WASHER,APPLI DUAL PLATE CHECK VALVE COMMISSIONING	203563	Rio Grande Spares	EA			1		676.26	676.26		
Deepwater Warehouse	Fieldwood	62559.A		DWW-YARD-C-VAN 401592 1	KIT,MFR:ACADIAN,PN:8INECW32MFR: IFC,SZ 8 IN,CL 900,COMPRISING SPRING, HINGE PIN, STOP PIN, WASHER,APPLI DUAL PLATE CHECK VALVE COMMISSIONING	203563	Rio Grande Spares	EA			1		1312.44	1312.44		
Deepwater Warehouse	Fieldwood	62560.A		DWW-YARD-C-VAN 401592 1	KIT,MFR:ACADIAN,PN:6INACW71MFR: IFC,SZ 6 IN,CL 150,COMPRISING SPRING, HINGE PIN, STOP PIN, WASHER,APPLI DUAL PLATE CHECK VALVE COMMISSIONING	203563	Rio Grande Spares	EA			1		676.26	676.26		
Deepwater Warehouse	Fieldwood	62561.A		DWW-YARD-C-VAN 401592 1	KIT,MFR:ACADIAN,PN:4INAFY83MFR: IFC,SZ 4 IN,CL 150,COMPRISING SEAT, PACKING, O-RING,APPLI CONCENTRIC BUTTERFLY VALVE COMMISSIONING	203563	Rio Grande Spares	EA			1		93.44	93.44		
Deepwater Warehouse	Fieldwood	62562.A		DWW-YARD-C-VAN 401592 1	KIT, VALVE REPAIR,MFR:ACADIAN,PN:2INAB03MFR: SHIPHAM,VLV SZ 2 IN,OPRTG PRESS CL 150,COMPRISING SLEEVE SEAL, SEATS, THRUST WASHER, GLAND PACKING,APPLI BALL VALVE	203563	Rio Grande Spares	EA			1		744.63	744.63		
Deepwater Warehouse	Fieldwood	62563.A		DWW-YARD-C-VAN 401592 1	KIT,MFR:ACADIAN,PN:10INEBF02MFR: MOMA,SZ 10 IN,CL 900,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI TRUNNION COMMISSIONING	203563	Rio Grande Spares	EA			2		7338.39	14676.78		
Deepwater Warehouse	Fieldwood	62564.A		DWW-YARD-C-VAN 401592 1	KIT, VALVE REPAIR,MFR:ACADIAN,PN:6INAGA01MFR: WEIR,VLV SZ 6 IN,OPRTG PRESS CL 150,COMPRISING BODY SPIRAL WOUND GASKET (53316+GRAPHITE), PACKING IN GRAFOIL,APPLI GATE VALVE	203563	Rio Grande Spares	EA			1		213.38	213.38		
Deepwater Warehouse	Fieldwood	62565.A		DWW-YARD-C-VAN 401592 1	KIT,MFR:ACADIAN,PN:6INBA31MFR: MOMA,SZ 6 IN,CL 300,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI TRUNNION COMMISSIONING	203563	Rio Grande Spares	EA			2		3127.13	6254.26		
Deepwater Warehouse	Fieldwood	62566.A		DWW-YARD-C-VAN 401592 1	KIT,MFR:ACADIAN,PN:2INBBA01MFR: MOMA,SZ 2 IN,CL 300,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI FLOATER COMMISSIONING	203563	Rio Grande Spares	EA			1		1233.18	1233.18		
Deepwater Warehouse	Fieldwood	62567.A		DWW-YARD-C-VAN 401592 1	KIT,MFR:ACADIAN,PN:3INABF71MFR: MOMA,SZ 3 IN,CL 150,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI FLOATER COMMISSIONING	203563	Rio Grande Spares	EA			2		1328.42	2656.84		
Deepwater Warehouse	Fieldwood	62568.A		DWW-YARD-C-VAN 401592 1	KIT,MFR:ACADIAN,PN:3INDHF31MFR: MOMA,SZ 3 IN,CL 600,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI TRUNNION-DBB COMMISSIONING	203563	Rio Grande Spares	EA			1		1090.4	1090.4		
Deepwater Warehouse	Fieldwood	62569.A		DWW-YARD-C-VAN 401592 1	KIT,MFR:ACADIAN,PN:4INABF01MFR: MOMA,SZ 4 IN,CL 150,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI FLOATER COMMISSIONING	203563	Rio Grande Spares	EA			1		2915.48	2915.48		
Deepwater Warehouse	Fieldwood	62585.A		DWW-YARD C-VAN 429796-0	CROSSOVER, SUB,MFR:WEATHERFORD,PN:541005QH521PG0A003,CASNG SZ 17-7/8 IN,WT 93.50 lb/ft,MATL GR P110,CONN TYP TENARISHYDRIL WEDGE 521,SPCL FEATRS (12) 465 BOWS 23.750 OD, EXTRA LENGTH ON PIN	203389	MC 339 SILVERGATE DRL	EA			2		19076	38152		
Deepwater Warehouse	Fieldwood	62613.A		PUP JOINT RACK-TIER 1	CROSSOVER, CASING,MFR:ENOIT,PN:17026,TOP CONN SZ 4-1/2 IN,TOP CONN WT 12.60 lb/ft,TOP CONN TYP VAM TOP BOX,BOT CONN SZ 5-1/2 IN,BOT CONN WT 17 lb/ft,BOT CONN TYP VAM TOP PIN,MATL GR 13CR80,1G 3 ft			EA			1		2551.3	2551.3		
Deepwater Warehouse	Fieldwood	62614.A		PUP JOINT RACK-FLOOR	CROSSOVER, CASING,MFR:ENOIT,PN:16135,TOP CONN SZ 4-1/2 IN,TOP CONN WT 15.50 lb/ft,TOP CONN TYP BTS-6 PIN,BOT CONN SZ 6 IN,BOT CONN WT 30.90 lb/ft,BOT CONN TYP VAM TOP KP BOX,MATL GR HYPER 13CR110,PROCESS N/A,1G 2 ft			EA			1		2350.2	2350.2		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	62615.A		PUP JOINT RACK-FLOOR	CROSSOVER, CASING;MFR:BENOIT,PN:17664,TOP CONN SZ 5-1/2 IN,TOP CONN WT 23 lb/ft,TOP CONN TYP BTS-6 BOX,BOT CONN SZ 4-1/2 IN,BOT CONN WT 12.60 lb/ft,BOT CONN TYP VAM TOP BOX,MATL GR 13CR95,PROCESS N/A,LG 14 IN			EA			1		2063.19	2063.19		
Deepwater Warehouse	Fieldwood	62650.B		DWW-YARD	CAP;MFR:VECTOR,PN:PCA08066-1,TYP TEMPORARY PRESSURE	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			1		102509.25	102509.25		
Deepwater Warehouse	Fieldwood	62650.B		DWW-YARD C-VAN TRDU 7275771	CAP;MFR:VECTOR,PN:PCA08066-1,TYP TEMPORARY PRESSURE	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			5		102509.25	512546.25		
Deepwater Warehouse	Fieldwood	62650.B		DWW-YARD C-VAN TRDU 7275771	CAP;MFR:VECTOR,PN:PCA08066-1,TYP TEMPORARY PRESSURE	141585	MC 698 BIG BEND LONG LEADS	EA			1		102509.25	102509.25		
Deepwater Warehouse	Fieldwood	62652.A		PUP JOINT RACK-FLOOR	CROSSOVER, TUBING;MFR:BENOIT,PN:15939,TOP CONN SZ 3-1/2 IN,WT 9.30 lb/ft,TOP CONN TYP BTS-8 BOX,BOT CONN SZ 3-1/2 IN,BOT CONN WT 9.20 lb/ft,BOT CONN TYP VAM FIL PIN,MATL GR HYPER 13CR110,LG 14 IN			EA			4		620.2875	2481.15		
Deepwater Warehouse	Fieldwood	62653.A		PUP JOINT RACK-FLOOR	CROSSOVER, CASING;MFR:BENOIT,PN:16301,TOP CONN SZ 5-1/2 IN,TOP CONN WT 23 lb/ft,TOP CONN TYP BTS-6 BOX,BOT CONN SZ 4-1/2 IN,BOT CONN WT 15.50 lb/ft,BOT CONN TYP BTS-6 PIN,MATL GR 13CR95,LG 2 ft			EA			1		1276.7	1276.7		
Deepwater Warehouse	Fieldwood	62757.A		PUP JOINT RACK-TIER 2	CROSSOVER, CASING;MFR:BENOIT,PN:17374,TOP CONN SZ 5-1/2 IN,TOP CONN WT 23 lb/ft,TOP CONN TYP BTS-6 BOX,BOT CONN SZ 6 IN,BOT CONN WT 30.90 lb/ft,BOT CONN TYP VAM TOP KP PIN,MATL GR 13CR95,LG 4 ft			EA			1		3709.37	3709.37		
Deepwater Warehouse	Fieldwood	62758.A		PUP JOINT RACK-FLOOR	CROSSOVER, CASING;MFR:BENOIT,PN:7441,TOP CONN SZ 5-1/2 IN,TOP CONN WT 29.70 lb/ft,TOP CONN TYP VAM ACE PIN,BOT CONN SZ 4-1/2 IN,BOT CONN WT 12.75 lb/ft,BOT CONN TYP BTS-8 PIN,MATL GR 13CR85,LG 2 ft			EA			1		1494.07	1494.07		
Deepwater Warehouse	Fieldwood	62834.A		PUP JOINT RACK-TIER 5	CASING, OCTG;MFR:BENOIT,PN:16551,NOM SZ 4-1/2 IN,WT 15.50 lb/ft,MATL GR 13CR110,CONN TYP BTS-6 LOWER BCSD FLO TOOL,LG 14 ft			FT			14		404.3557142	5660.979999		
Deepwater Warehouse	Fieldwood	62835.A		PUP JOINT RACK-TIER 4	CASING, OCTG;MFR:BENOIT,PN:17250,NOM SZ 4-1/2 IN,WT 15.50 lb/ft,MATL GR 13CR95,CONN TYP BTS-6 PIN / (BLANK) BCSD FLO-TOOL,LG 12 FT 4-1/2 IN,SPCL FEATRS PUP JOINT (LENGTH: 12 FT)			FT			12		525.1099999	6301.319999		
Deepwater Warehouse	Fieldwood	62836.A		PUP JOINT RACK-TIER 2	CASING, OCTG;MFR:BENOIT,PN:17251,NOM SZ 4-1/2 IN,WT 15.50 lb/ft,MATL GR 13CR95,CONN TYP BTS-6 PIN / (BLANK) BCSD UPPER FLO-TOOL,LG 6 FT 4-1/2 IN,SPCL FEATRS PUP JOINT (LENGTH: 6 FT)			FT			6		398.5583333	2391.35		
Deepwater Warehouse	Fieldwood	62900.A		PUP JOINT RACK-TIER 1	PUP JOINT, CASING;MFR:BENOIT,PN:18079,NOM SZ 4-1/2 IN,WT 15.50 lb/ft,MATL GR 13CR95,TOP CONN TYP BTS-6,BOT CONN TYP BTS-6,LG 6 ft,SPCL FEATRS WITH SQUARE SHOULDER			EA			1		2548.51	2548.51		
Deepwater Warehouse	Fieldwood	62902.A		PUP JOINT RACK-TIER 3	PUP JOINT, CASING;MFR:BENOIT,PN:17539,NOM SZ 5-1/2 IN,WT 15.50 lb/ft,MATL GR 13CR95,TOP CONN TYP VAM FIL,BOT CONN TYP VAM FIL,LG 8 ft			EA			2		1758.08	3516.16		
Deepwater Warehouse	Fieldwood	62922.A		PUP JOINT RACK-TIER 4	PUP JOINT, CASING;MFR:BENOIT,PN:17024,NOM SZ 5-1/2 IN,WT 20 lb/ft,MATL GR 13CR80,TOP CONN TYP VAM TOP T & C,BOT CONN TYP VAM TOP T & C,LG 8 ft			EA			1		1400.08	1400.08		
Deepwater Warehouse	Fieldwood	62923.A		PUP JOINT RACK-TIER 2	PUP JOINT, CASING;MFR:BENOIT,PN:17023,NOM SZ 5-1/2 IN,WT 20 lb/ft,MATL GR 13CR80,TOP CONN TYP VAM TOP T & C,BOT CONN TYP VAM TOP T & C,LG 4 ft			EA			2		1109.975	2219.95		
Deepwater Warehouse	Fieldwood	62924.A		PUP JOINT RACK-TIER 2	PUP JOINT, CASING;MFR:BENOIT,PN:17376,NOM SZ 6 IN,WT 30.90 lb/ft,MATL GR HYPER 13CR110,TOP CONN TYP VAM TOP KP PIN,BOT CONN TYP VAM TOP KP PIN,LG 6 ft			EA			1		3446.315	3446.315		
Deepwater Warehouse	Fieldwood	62924.A		PUP JOINT RACK-TIER 3	PUP JOINT, CASING;MFR:BENOIT,PN:17376,NOM SZ 6 IN,WT 30.90 lb/ft,MATL GR HYPER 13CR110,TOP CONN TYP VAM TOP KP PIN,BOT CONN TYP VAM TOP KP PIN,LG 6 ft			EA			1		3446.315	3446.315		
Deepwater Warehouse	Fieldwood	62925.A		CR TIER 2	MANDREL, ASSEMBLY;MFR:BENOIT,PN:15524,TYP GAUGE,DIM LG 20 ft,SPCL FEATRS SIZE: 3-1/2 IN, WEIGHT: 9.30 LB/FT, MATERIAL GRADE: 13CR85, (8 FT PUP JOINT ON TOP AND 6 FT PUP JOINT ON BOTTOM)			EA			1		2693	2693		
Deepwater Warehouse	Fieldwood	62954.A		PUP JOINT RACK-TIER 4	PUP JOINT, CASING;MFR:BENOIT,PN:16302,NOM SZ 6 IN,WT 30.90 lb/ft,MATL GR HYPER 13CR110,TOP CONN TYP VAM TOP KP T & C,BOT CONN TYP VAM TOP KP T & C,LG 10 ft			EA			1		4546.85	4546.85		
Deepwater Warehouse	Fieldwood	62967.A		PUP JOINT RACK-TIER 4	CASING, OCTG;MFR:BENOIT,PN:16550,NOM SZ 4-1/2 IN,WT 15.50 lb/ft,MATL GR 13CR110,CONN TYP BTS-6 S/C UPPER BCSD FLO-TOOL,LG 14 ft			FT			14		263.7721428	3692.81		
Deepwater Warehouse	Fieldwood	62968.A		PUP JOINT RACK-TIER 5	CASING, OCTG;MFR:BENOIT,PN:14884,NOM SZ 4-1/2 IN,WT 15.50 lb/ft,MATL GR HYPER 13CR110,CONN TYP BTS-6 S/C UPPER BCSD FLO-TOOL,LG 14 ft			FT			14		407.8099999	5709.339999		
Deepwater Warehouse	Fieldwood	62976.A		PUP JOINT RACK-TIER 3	PUP JOINT, TUBING;MFR:BENOIT,PN:13912,NOM SZ 3-1/2 IN,WT 9.30 lb/ft,MATL GR 13CR95,TOP CONN TYP BTS-8,BOT CONN TYP BTS-8,LG 8 ft			EA			1		945.66	945.66		
Deepwater Warehouse	Fieldwood	62992.A		PUP JOINT RACK-TIER 5	PUP JOINT, CASING;MFR:BENOIT,PN:15051,NOM SZ 4-1/2 IN,WT 15.50 lb/ft,MATL GR 13CR110,TOP CONN TYP BTS-6 S/C SQUARE SHOULDER,BOT CONN TYP BTS-6 S/C SQUARE SHOULDER,LG 10 ft			EA			1		2692.19	2692.19		
Deepwater Warehouse	Fieldwood	63035.A		PUP JOINT RACK-FLOOR	PUP JOINT, CASING;MFR:BENOIT,PN:16136,NOM SZ 6 IN,WT 30.90 lb/ft,MATL GR HYPER 13CR110,TOP CONN TYP VAM TOP KP BOX,BOT CONN TYP VAM TOP KP BOX,LG 14 IN			EA			2		2032.995	4065.99		
Deepwater Warehouse	Fieldwood	63047.A		PUP JOINT RACK-TIER 1	CROSSOVER, CASING;MFR:BENOIT,PN:16299,TYP FLOW COUPLING,TOP CONN SZ 4-1/2 IN,TOP CONN WT 15.50 lb/ft,TOP CONN TYP BTS-6 BOX,BOT CONN SZ 4-1/2 IN,BOT CONN WT 15.10 lb/ft,BOT CONN TYP VAM TOP BOX,MATL GR 13CR95,LG 4 ft			EA			1		610.93	610.93		
Deepwater Warehouse	Fieldwood	63049.A		PUP JOINT RACK-TIER 3	CROSSOVER, CASING;MFR:BENOIT,PN:18084,TYP FLOW COUPLING,TOP CONN SZ 4-1/2 IN,TOP CONN WT 15.50 lb/ft,TOP CONN TYP BTS-6 BOX,BOT CONN SZ 4-1/2 IN,BOT CONN WT 13.50 lb/ft,BOT CONN TYP BTS-8 PIN,MATL GR HYPER 13CR110,LG 8 ft			EA			2		4413.74	8827.48		
Deepwater Warehouse	Fieldwood	63050.A		PUP JOINT RACK-TIER 3	CROSSOVER, CASING;MFR:BENOIT,PN:18086,TYP FLOW COUPLING,TOP CONN SZ 4-1/2 IN,TOP CONN WT 15.50 lb/ft,TOP CONN TYP BTS-6 BOX,BOT CONN SZ 4-1/2 IN,BOT CONN WT 13.50 lb/ft,BOT CONN TYP BTS-8 PIN,MATL GR HYPER 13CR110,LG 8 ft			EA			1		4281.65	4281.65		
Deepwater Warehouse	Fieldwood	63277.A		PUP JOINT RACK-FLOOR	CASING, OCTG;MFR:BENOIT,PN:18578,TYP LIFT NUBBIN,NOM SZ 5-1/2 IN,WT 23.0 lb/ft,MATL GR P-110,CONN TYP BTS-6 BOX,LG 12 IN			FT			1		523.38	523.38		
Deepwater Warehouse	Fieldwood	63281.A		PR-R1-3	CABLE ASSEMBLY;MFR:AKER,PN:10255944,TYP NULL-MODEM,LG 25 ft,SPEC CONNECTOR TYPE: FEMALE DB9	142679	MC 782 DANTZLER DEVELOPMENT	EA			0		54.75	0		
Deepwater Warehouse	Fieldwood	63282.A		PR-R1-3	CABLE ASSEMBLY;MFR:AKER,PN:10241290,SPEC 4W ROV RCPT - 12W CANNON PLUG	139351	MC 698 BIG BEND EXECUTE AFE	EA			0		6894.72	0		
Deepwater Warehouse	Fieldwood	63283.A		PR-R1-3	CABLE ASSEMBLY;MFR:AKER,PN:10241291,SPEC 6W ROV PLUG - 8W CANNON RCPT	142679	MC 782 DANTZLER DEVELOPMENT	EA			0		6809.04	0		
Deepwater Warehouse	Fieldwood	63284.A		PR-R1-3	CABLE ASSEMBLY;MFR:AKER,PN:10222348,LG 10 ft,SPEC CONNECTOR TYPE: DB9 M-M	139351	MC 698 BIG BEND EXECUTE AFE	EA			0		70.83	0		
Deepwater Warehouse	Fieldwood	63285.A		PR-R1-3	CABLE ASSEMBLY;MFR:AKER,PN:BB15-000710-43,TYP EXTENSION,SPEC CONNECTOR TYPE: MALE DB9	139351	MC 698 BIG BEND EXECUTE AFE	EA			0		97.5	0		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	63285.A		SMALL PARTS ROOM FLOOR	CABLE ASSEMBLY;MFR:AKER,PN:BB15-000710-43,TYP EXTENSION,SPEC CONNECTOR TYPE: MALE DB9	203563	Rio Grande Spares	EA			0		48.75	0		
Deepwater Warehouse	Fieldwood	63286.A		PR-R1-3	CONVERTER;MFR:AKER,PN:BB15-000465-02,TYP INTERFACE,WATT 600,SPEC CONNECTOR TYPE: DB9 FEMALE,MN:RS32/RS485	139351	MC 698 BIG BEND EXECUTE AFE	EA			0		428.5	0		
Deepwater Warehouse	Fieldwood	63287.A		PR-R1-3	CABLE ASSEMBLY;MFR:AKER,PN:10222024,SPEC 8WAY CANNON PLUG-CANNON RCPT	142679	MC 782 DANTZLER DEVELOPMENT	EA			0		4260	0		
Deepwater Warehouse	Fieldwood	63288.A		PR-R1-3	CABLE ASSEMBLY;MFR:AKER,PN:10240031,LG 25 ft,SPEC 12W CANNON PLUG-12W CANNON RCPT	139351	MC 698 BIG BEND EXECUTE AFE	EA			0		4292.5	0		
Deepwater Warehouse	Fieldwood	63289.A		PR-R1-3	CABLE ASSEMBLY;MFR:AKER,PN:10241279,SPEC 8W ROV RCPT - 12W CANNON PLUG	139351	MC 698 BIG BEND EXECUTE AFE	EA			0		7956.48	0		
Deepwater Warehouse	Fieldwood	63290.A		PR-R1-3	CABLE ASSEMBLY;MFR:AKER,PN:10222161,SPEC 4 WAY ROV PLUG-CANNON RCPT	142679	MC 782 DANTZLER DEVELOPMENT	EA			0		8165.08	0		
Deepwater Warehouse	Fieldwood	63291.A		PR-R1-3	CABLE ASSEMBLY;MFR:AKER,PN:10241616,LG 6 ft,SPEC 8W CANNON 5 TO 12W CANNON PLUG	142679	MC 782 DANTZLER DEVELOPMENT	EA			0		2547.5	0		
Deepwater Warehouse	Fieldwood	63349.A		PUP JOINT RACK-TIER 4	PUP JOINT, CASING;MFR:ENOIT,PN:15053,NOM SZ 4-1/2 IN,WT 15.50 lb/ft,MATL GR 13CR110, TOP CONN TYP B7S-6 S/C LOWER COMBO, BOT CONN TYP B7S-6 S/C LOWER COMBO,LG 12 ft,SPCL FEATRS W/SQUARE SHOULDER			EA			1	3754.88	3754.88			
Deepwater Warehouse	Fieldwood	63373.A		PUP JOINT RACK-FLOOR	NIPPLE, LANDING;MFR:ENOIT,PN:13914,TUBE OD 3-1/2 IN,CONN SZ 2-3/4 IN,CONN TYP B7S-8,MATL GR 13CR110,WT 9.30 lb/ft, BRAND: BRAND:BCS			EA			1	3480.12	3480.12			
Deepwater Warehouse	Fieldwood	63374.A		PUP JOINT RACK-FLOOR	NIPPLE, LANDING;MFR:ENOIT,PN:13913,TUBE OD 3-1/2 IN,CONN SZ 2-3/4 IN,CONN TYP B7S-8,MATL GR 13CR85,WT 9.30 lb/ft, BRAND: BRAND:BCS			EA			1	3012.9	3012.9			
Deepwater Warehouse	Fieldwood	63552.A		MW-R17-3	VALVE, CONTROL;MFR:FISHER,PN:LV-1160B,TYP GLOBE,VLV SZ 1 IN,CONN TYP FLANGED RF,CL 150,BDY MATL CS ASME SA352 GR LCC,SPCL FEATRS BOLTED BONNET, MATERIAL: FMS208101 (NACE MR0103-MR0175/ISO 15156), LCC PER FMS20875 GROUP 1M (NACE MR0175-2002)	203563	Rio Grande Spares	EA			0		5760	0		
Deepwater Warehouse	Fieldwood	63553.A		MW-R17-3	VALVE, CONTROL;MFR:FISHER,PN:LV-1170B,TYP GLOBE,VLV SZ 1 IN,CONN TYP FLANGED RF,CL 150,BDY MATL CS ASME SA352 GR LCC,SPCL FEATRS BOLTED BONNET, MATERIAL: FMS208101 (NACE MR0103-MR0175/ISO 15156), PATTERN KHA-LCC FMS208101,MN:D4	203563	Rio Grande Spares	EA			0		6250	0		
Deepwater Warehouse	Fieldwood	63554.A		MW-R17-3	VALVE, CONTROL;MFR:FISHER,PN:LV-1210D,TYP GLOBE,VLV SZ 1 IN,CONN TYP FLANGED RTJ,CL 1500,BDY MATL STEEL GR LCC,TRIM S17400 SS H1150,STEM: S20910 SS W S17400 SS DBL H1150 PLUG,SPCL FEATRS STANDARD BONNET, MATERIAL: FMS208101,MN:D4 DVC6200	203563	Rio Grande Spares	EA			0		6537	0		
Deepwater Warehouse	Fieldwood	65073.A		DWW-YARD C-VAN 609785	CENTRALIZER, SUB;MFR:BLACKHAWK,PN:0101457-QP0003A,CASNG SZ 7.750 IN,WT 46.10 lb/ft,MATL GR API Q125,CONN TYP TSH 523,SPCL FEATRS W/ (8) BOW SPRING, 12.875 IN OVER BOW, MINIMUM YIELD STRENGTH: 135000 PSI,MN-R3600, BST-25	203389	MC 339 SILVERGATE DRL	EA			0		6727	0		
Deepwater Warehouse	Fieldwood	65073.A		DWW-YARD C-VAN MOTU 045 9057 4561	CENTRALIZER, SUB;MFR:BLACKHAWK,PN:0101457-QP0003A,CASNG SZ 7.750 IN,WT 46.10 lb/ft,MATL GR API Q125,CONN TYP TSH 523,SPCL FEATRS W/ (8) BOW SPRING, 12.875 IN OVER BOW, MINIMUM YIELD STRENGTH: 135000 PSI,MN-R3600, BST-25	201560	GC 40 02 Katmai 2	EA			11	6263.33	68896.63			
Deepwater Warehouse	Fieldwood	65110.A		DWW-YARD-C-VAN HICU 133919 9	VALVE, BALL;MFR:GALPERT,PN:EH32-K,TYP DOUBLE BLOCK AND BLEED,OPRTD GEAR WITH LOCKING DEVICE,CONN 1 SZ 6 IN,CONN 1 TYP FNPT,CONN 2 TYP FLANGED RTJ,CL 900,BDY MATL SS,MATL GR F51,FACE TO FACE LG 36 IN,TEMP RANGE -50 TO 300 DEG F,BRAND:	142679	MC 782 DANTZLER DEVELOPMENT	EA			1	17501	17501			
Deepwater Warehouse	Fieldwood	65111.A		DWW-YARD-C-VAN HICU 133919 9	VALVE, BALL;MFR:GALPERT,PN:EH32-K,TYP DOUBLE BLOCK AND BLEED,OPRTD GEAR WITH LOCKING DEVICE,CONN 1 SZ 8 IN,CONN 1 TYP FNPT,CONN 2 TYP FLANGED RTJ,CL 900,BDY MATL SS,MATL GR F51,FACE TO FACE LG 45.3 IN,TEMP RANGE -50 TO 300 DEG F,BRAND:	142679	MC 782 DANTZLER DEVELOPMENT	EA			1	29829	29829			
Deepwater Warehouse	Fieldwood	65122.A		DWW-YARD C-VAN HICU-1481372	CENTRALIZER, SUB;MFR:WEATHERFORD,PN:549WMLQH523Q12A002 2497737,CASNG SZ 11-7/8 IN,WT 71.8 lb/ft,OD 15.62 IN,MATL GR Q-125,CONN TYP TENARISHYDRIL 523,SPCL FEATRS WITH GUIDE SHOE	201560	GC 40 02 Katmai 2	EA			2	10695	21390			
Deepwater Warehouse	Fieldwood	65125.A		DWW-YARD C-VAN 402189-0	CENTRALIZER, SUB;MFR:WEATHERFORD,PN:549RWMJQH523Q12A002 2497730,CASNG SZ 9-7/8 IN,WT 62.8 lb/ft,OD 13-1/2 IN,MATL GR Q-125,CONN TYP TENARISHYDRIL 523,SPCL FEATRS WITH GUIDE SHOE	203389	MC 339 SILVERGATE DRL	EA			1	8527	8527			
Deepwater Warehouse	Fieldwood	65126.A		DWW-YARD C-VAN 402189-0	COLLAR, FLOAT;MFR:WEATHERFORD,PN:L4S4NLQH523Q12A001 2497481,CASNG OD 9-7/8 IN,CASNG WT 62.8 lb/ft,MATL GR Q125,CONN TYP TENARISHYDRIL 523	203389	MC 339 SILVERGATE DRL	EA			1	16343	16343			
Deepwater Warehouse	Fieldwood	65127.A		DWW-YARD C-VAN 402189-0	COLLAR, FLOAT;MFR:WEATHERFORD,PN:L4S4XLQH523Q12A002 2497478,CASNG OD 9-7/8 IN,CASNG WT 62.8 lb/ft,MATL GR Q125,CONN TYP TENARISHYDRIL 523	203389	MC 339 SILVERGATE DRL	EA			1	16952	16952			
Deepwater Warehouse	Fieldwood	65129.A		CR TIER 1	PUP JOINT, CASING;MFR:ENOIT,PN:15048,NOM SZ 4-1/2 IN,WT 15.50 lb/ft,MATL GR 13CR110, TOP CONN TYP B7S-6, BOT CONN TYP B7S-6,LG 12 ft,SPCL FEATRS WITH SQUARE SHOULDER			EA			4	3175.7425	12702.97			
Deepwater Warehouse	Fieldwood	65140.A		DWW-YARD-C-VAN HICU 133919 9	VALVE, BALL;MFR:GALPERT,PN:4-EHA32-K,TYP 4 INCH,OPRTD GEAR WITH LOCKING DEVICE,CONN 1 TYP RTJ FLANGE WITH A193-88M BOLTS,CONN 2 TYP RTJ FLANGE WITH A194-88M BOLTS,PORT TYP FNPT,BDY MATL A182-F51,TRIM A182-F51,STYL DOUBLE BLOCK AND BLEED	142679	MC 782 DANTZLER DEVELOPMENT	EA			1	11185	11185			
Deepwater Warehouse	Fieldwood	65651.A		BW-AREA 3	SUB;MFR:WORKSTRING,PN:SKO-534,TYP WEEP HOLE,ID 4-1/4 IN,OD 7 IN,LG 48 SH/SH IN,CONN TYP CTM57 BOX X CTM57 PIN	142981	MC 782 2 DANTZLER COMPLETION	EA			1	5200	5200			
Deepwater Warehouse	Fieldwood	65823.A		MW-R10-1	ASSEMBLY;MFR:SKOFLD,PN:21188-3,TYP FLUSHER,COMPRISING DUAL PATH, LF/LF CONFIGURATION, ROV RETRIEVABLE DOCKING CANISTER, WORKING PRESSURE: 15000 PSI	126099	MC 519 2 LONG LEAD CONST	EA			0	32619	0			
Deepwater Warehouse	Fieldwood	65863.A		OS-R1-S2	SEAL, RING;MFR:GRAYLOC,PN:H90174-29-1	203563	Rio Grande Spares	EA			2	645	1290			
Deepwater Warehouse	Fieldwood	65865.A		OS-R1-S2	SEAL;MFR:GRAYLOC,PN:H90075-172,TYP PLATE	203563	Rio Grande Spares	EA			2	651	1302			
Deepwater Warehouse	Fieldwood	65916.A		BW-AREA 3	SUB;MFR:HUNTING ENERGY SERVICES,PN:NA,TYP BURST DISK,CASNG SZ 22 IN,CASNG WT 224 lb/ft,PRESS RTNG 7500 PSI AT 200 DEG F W/5250 PSI MIN BACK PRESS,SPCL FEATRS 1 IN W X80 S90M/MT P X 8 APRS SUB, 8 FT OAL, 2 PORTS 180 DEG APART	201560	GC 40 02 Katmai 2	EA			1	32273.02	32273.02			
Deepwater Warehouse	Fieldwood	65924.A		MR-2-A	DISC, RUPTURE;MFR:FIKE,PN:NA,TYP INTERNAL,SPCL FEATRS 7500 PSI AT 200 DEG F W/5250 PSI MIN BACK PRESSURE	201560	GC 40 02 Katmai 2	EA			2	3334.23	6668.46			
Deepwater Warehouse	Fieldwood	65925.A		MR-2-A	DISC, RUPTURE;MFR:FIKE,PN:NA,TYP EXTERNAL,SPCL FEATRS 2000 PSI AT 260 DEG F W/6920 PSI MIN BACK PRESSURE	201560	GC 40 02 Katmai 2	EA			2	3334.23	6668.46			
Deepwater Warehouse	Fieldwood	65953.A		DWW YARD C-VAN 433422-0	CENTRALIZER, SUB;MFR:BLACKHAWK,PN:0104927-QP0003 A,CASNG SZ 17.875 IN,WT 93.50 lb/ft,MATL GR API P110,CONN TYP TENARISHYDRIL WEDGE 521,SPCL FEATRS W/ (18) BOW SPRING, 25 IN OVER BOW,MN-R3600, BST-36T	201560	GC 40 02 Katmai 2	EA			2	17425.71	34851.42			
Deepwater Warehouse	Fieldwood	65953.A		DWW-YARD-C-VAN 045905	CENTRALIZER, SUB;MFR:BLACKHAWK,PN:0104927-QP0003 A,CASNG SZ 17.875 IN,WT 93.50 lb/ft,MATL GR API P110,CONN TYP TENARISHYDRIL WEDGE 521,SPCL FEATRS W/ (18) BOW SPRING, 25 IN OVER BOW,MN-R3600, BST-36T	201560	GC 40 02 Katmai 2	EA			3	17425.71	52277.13			

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	65955.A		BW-AREA 3	CENTRALIZER, SUB;MFR:BLACKHAWK;PN:0101433-QP0003 A,CASNG SZ 11.875 IN,WT 71.80 lb/ft,MATL GR API Q125,CONN TYP TENARISHYDRIL WEDGE 523,SPCL FEATRS W/ (12) BOW SPRING, 16.750 IN OVER BOW,MN:R3600, BST-258	201560	GC 40 02 Katmai 2	EA			6		8540	51240		
Deepwater Warehouse	Fieldwood	65955.A		DWW-YARD-C-VAN 968233- Scrapped and sold to Louisiana Scrap-03/19/19	CENTRALIZER, SUB;MFR:BLACKHAWK;PN:0101433-QP0003 A,CASNG SZ 11.875 IN,WT 71.80 lb/ft,MATL GR API Q125,CONN TYP TENARISHYDRIL WEDGE 523,SPCL FEATRS W/ (12) BOW SPRING, 16.750 IN OVER BOW,MN:R3600, BST-258	201560	GC 40 02 Katmai 2	EA			0		8540	0		
Deepwater Warehouse	Fieldwood	65956.A		DWW-YARD C-VAN HICU- 1481372	CENTRALIZER, SUB;MFR:BLACKHAWK;PN:0108364,TYP R3600,CASNG SZ 10.125 IN,WT 79.22 LB/FT,MATL GR API Q125,CONN TYP VAM SLU-II,SPCL FEATRS W/ MINIMUM YIELD STRENGTH: 135000, 16.625 IN OVER BOW,MN:R3600, BST-338	201560	GC 40 02 Katmai 2	EA			6		7282.86	43697.16		
Deepwater Warehouse	Fieldwood	66085.A		BW-R6-2	METER, FLOW;MFR:SMITH METER,PN:FE-8016,TYP POSITIVE DISPLACEMENT,DSGN RTNG CL 150,SZ 4 IN,CONN TYP FLANGED RF,MN:F4-53	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		28703.26	28703.26		
Deepwater Warehouse	Fieldwood	66204.A		BW-AREA 3	COLLAR, FLOAT;MFR:WEATHERFORD,PN:149ANLQH523Q12A001,CASNG OD 11-7/8 IN,CASNG WT 71.8#;MATL GR Q125,CONN TYP HYD-523,MFR:WEATHERFORD,MN:149AN	201560	GC 40 02 Katmai 2	EA			2		14817	29634		
Deepwater Warehouse	Fieldwood	66206.A		BW-AREA 3	COLLAR, FLOAT;MFR:WEATHERFORD,PN:149AXLQH523Q12A001,TYP SINGLE LARGE BORE FLOW ACTIVATED ALUMINUM FLAPPER VALVE,CASNG OD 11-7/8 IN,CASNG WT 71.8 lb/ft,MATL GR Q125,CONN TYP HYD 523	201560	GC 40 02 Katmai 2	EA			2		15072	30144		
Deepwater Warehouse	Fieldwood	66211.A		DWW-YARD C-VAN HICU- 1481372	COLLAR, FLOAT;MFR:WEATHERFORD,PN:149ANKSLU2813A001,TYP SINGLE LARGE BORE FLOW ACTIVATED ALUMINUM FLAPPER VALVE,CASNG OD 10-1/8 IN,CASNG WT 79.22 lb/ft,MATL GR Q125,CONN TYP SLU-II	201560	GC 40 02 Katmai 2	EA			2		10476	20952		
Deepwater Warehouse	Fieldwood	66212.A		BW-AREA 3	COLLAR, FLOAT;MFR:WEATHERFORD,PN:149AXKSLU2813A001,TYP SINGLE LARGE BORE FLOW ACTIVATED ALUMINUM FLAPPER VALVE,CASNG OD 10-1/8 IN,CASNG WT 79.22 lb/ft,MATL GR Q125,CONN TYP SLU-II	201560	GC 40 02 Katmai 2	EA			1		10730	10730		
Deepwater Warehouse	Fieldwood	66212.A		DWW-YARD C-VAN HICU- 1481372	COLLAR, FLOAT;MFR:WEATHERFORD,PN:149ANKSLU2813A001,TYP SINGLE LARGE BORE FLOW ACTIVATED ALUMINUM FLAPPER VALVE,CASNG OD 10-1/8 IN,CASNG WT 79.22 lb/ft,MATL GR Q125,CONN TYP SLU-II	201560	GC 40 02 Katmai 2	EA			1		10730	10730		
Deepwater Warehouse	Fieldwood	66227.A		PR-R2-1	KIT;MFR:FMC TECHNOLOGIES,PN:P2000054824,TYP WIRELINE PLUG REDRESS,CL 15000 PSI	140528	MC 948 GUNFLINT LONG LEAD	EA			0		28554.33	0		
Deepwater Warehouse	Fieldwood	66228.A		PR-R1-1	KIT;MFR:FMC TECHNOLOGIES,PN:P2000054317,TYP WIRELINE PLUG REDRESS,CL 15000 PSI	140528	MC 948 GUNFLINT LONG LEAD	EA			0		34590.75	0		
Deepwater Warehouse	Fieldwood	66955.A		DWW-YARD-C-VAN CCUL 667229- 9	CENTRALIZER,MFR:HALLIBURTON,PN:102528668,TYP UROS,ID 7-3/4 IN,HOLE SZ 9-1/2 IN	203389	MC 339 SILVERGATE DRL	EA			48		260.02	12480.96		
Deepwater Warehouse	Fieldwood	66956.A		DWW-YARD-C-VAN CCUL 667229- 9	COLLAR, STOP;MFR:HALLIBURTON,PN:102607903,TYP ARC SLIM, SLIP ON, ACE RATCHET, DIM 7-3/4 IN	203389	MC 339 SILVERGATE DRL	EA			96		594.72	57093.12		
Deepwater Warehouse	Fieldwood	66962.A		MR-4-C	SCREW, SET;MFR:FMC TECHNOLOGIES,PN:DP-79-0532,HD STYL HEX SOCKET DRIVE,NOM THD DIA 0.375 IN,THD 16UNC-2A/3A,THD LG 0.75 IN	140528	MC 948 GUNFLINT LONG LEAD	EA			0		99.03	0		
Deepwater Warehouse	Fieldwood	66963.A		MR-4-C	SCREW, SET;MFR:FMC TECHNOLOGIES,PN:P143307,HD STYL HEX SOCKET DRIVE,NOM THD DIA 0.375 IN,THD 16UNC-2A/3A,THD LG 0.88 IN	140528	MC 948 GUNFLINT LONG LEAD	EA			0		99.36	0		
Deepwater Warehouse	Fieldwood	66964.A		MR-4-C	SCREW, SET;MFR:FMC TECHNOLOGIES,PN:P143497,HD STYL HEX SOCKET DRIVE,NOM THD DIA 0.375 IN,THD 16UNC-2A/3A,THD LG 0.5 IN	140528	MC 948 GUNFLINT LONG LEAD	EA			0		66.26	0		
Deepwater Warehouse	Fieldwood	67273.A		DWW-YARD-C-VAN HICU 133919- 9	POS-CORTEX, VALVE;MFR:CORTEC,PN:9468MB0122200R-WESTLOCK,TYP NON INDUCTIVE ROTARY,CONN SZ 3/4 IN,CONN TYP FNPT,SPCL FEATRS SWITCHBOX,STD BM2-Y	139351	MC 698 BIG BEND EXECUTE AFE	EA			3		865	2595		
Deepwater Warehouse	Fieldwood	67274.A		DWW-YARD-C-VAN HICU 133919- 9	KIT, SEAL;MFR:CORTEC,PN:SDV-01308,PN:SDV-01408,TYP SPARE	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		2235	2235		
Deepwater Warehouse	Fieldwood	67275.A		DWW-YARD-C-VAN HICU 133919- 9	KIT, SEAL;MFR:CORTEC,PN:SDV-9060A,PN:SDV-9060B,TYP SPARE	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		2235	2235		
Deepwater Warehouse	Fieldwood	67279.A		DWW-YARD-C-VAN HICU 133919- 9	KIT, VALVE REPAIR;MFR:CORTEC,PN:BN114-1708700-3000-0000-31PUBB,TYP MAJOR	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		5895	5895		
Deepwater Warehouse	Fieldwood	67280.A		DWW-YARD-C-VAN HICU 133919- 9	KIT, VALVE REPAIR;MFR:CORTEC,PN:BN182-1645703-3000-0000-31PUBB,TYP MAJOR	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		2897	2897		
Deepwater Warehouse	Fieldwood	67281.A		DWW-YARD-C-VAN HICU 133919- 9	KIT, VALVE REPAIR;MFR:CORTEC,PN:BN182-1702200-3000-0000-31PUBB,TYP MAJOR	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		5794	5794		
Deepwater Warehouse	Fieldwood	67282.A		DWW-YARD-C-VAN HICU 133919- 9	KIT, SEAL;MFR:CORTEC,PN:SDV-0130,PN:SDV-0140,PN:SDV-0140A,PN:SDV-01300,PN:SDV-0130A,TYP SPARE	139351	MC 698 BIG BEND EXECUTE AFE	EA			2		870	1740		
Deepwater Warehouse	Fieldwood	67440.A		DWW-YARD-C-VAN 401592 1	MOTOR;MFR:SUNSOURCE,PN:ADPM5.4K25X5.SK,TYP MOTOR,SPEC 5.500 PSI, 5.40 GPM, 25 HP460V/60HZ/3PH, 1800 RPM, 120V/60HZ/1PH HEATERS, CSA & UL CERT	203563	Rio Grande Spares	EA			1		22390	22390		
Deepwater Warehouse	Fieldwood	67443.A		BW-AREA 2	SEPARATOR;MFR:SULZER,PN:9012171,TYP GIRZ CYCLONE INLET DEVICE,MN:MBD-1010/1020,ALL BOLTING AND NITRILE GASKETS, NOZZLE (DIA 12 X LG 62 IN), DUPLEX 22015 INCLUDING MALLACHEVRON V30 MIST ELIMINATOR MOTION BAFFLE (OD: 84 IN, MATERIAL: SS 316L)	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		38900	38900		
Deepwater Warehouse	Fieldwood	67444.A		MR-5-D	SEAL, RING;MFR:GRAYLOC,PN:50553N,THK 14 mm,MATL AS AISI 4140,CLR GREEN,SPCL FEATRS MATERIAL: PTFE, CTD	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		63	63		
Deepwater Warehouse	Fieldwood	67444.A		MR-GENERAL	SEAL, RING;MFR:GRAYLOC,PN:50553N,THK 14 mm,MATL AS AISI 4140,CLR GREEN,SPCL FEATRS MATERIAL: PTFE, CTD	203563	Rio Grande Spares	EA			2		63	126		
Deepwater Warehouse	Fieldwood	67445.A		MR-GENERAL	SEAL, RING;MFR:GRAYLOC,PN:H91993-1	203563	Rio Grande Spares	EA			4		1890	7560		
Deepwater Warehouse	Fieldwood	67452.A		DWW-YARD C-VAN 968233- Scrapped and sold to Louisiana Scrap-03/19/19	CENTRALIZER, SUB;MFR:BLACKHAWK;PN:0108636-QP0003 A,CASNG SZ 7 IN,WT 35 PPF,MATL AS,MATL GR P-110,BOW SZ 13.625 IN,CONN TYP HYD 523,SPCL FEATRS TENARISHYDRIL WEDGE 523; OVER BOW; BTS-338 (6)	203389	MC 339 SILVERGATE DRL	EA			0		6287.14	0		
Deepwater Warehouse	Fieldwood	67455.A		BW-R3-3	FLANGE;MFR:CORTEC,PN:BN365-1625504-3000-1,TYP BLIND, DIM 16-9/16 IN,MATL AS 4130,OPRTG PRESS 10000 PSI,SPCL FEATRS HP AUTOCLAVE	203563	Rio Grande Spares	EA			2		3055	6110		
Deepwater Warehouse	Fieldwood	67500.A		MW-R3-1	FLYING LEAD;MFR:AKER,PN:BB15-000778-25,ELECTRICAL,325 ft,4-WAY	141585	MC 698 BIG BEND LONG LEADS	EA			1		19983	19983		
Deepwater Warehouse	Fieldwood	67501.A		DWW-YARD-C-VAN 433422 0	FLYING LEAD;MFR:AKER,PN:BB15-000776-25,ELECTRICAL,325 ft,4-WAY	141585	MC 698 BIG BEND LONG LEADS	EA			0		18593	0		
Deepwater Warehouse	Fieldwood	67502.A		MW-R5-2	FLYING LEAD;MFR:AKER,PN:BB15-000778-25,ELECTRICAL,30 ft,4-WAY	141585	MC 698 BIG BEND LONG LEADS	EA			1		9153	9153		
Deepwater Warehouse	Fieldwood	67503.A		DWW-YARD	FLYING LEAD;MFR:AKER,PN:10221577,LG 100 m,STEEL,8-LINE, OIE, M1	141585	MC 698 BIG BEND LONG LEADS	EA			1		111939	111939		
Deepwater Warehouse	Fieldwood	67504.A		DWW-YARD	FLYING LEAD;MFR:OCEANEERING,PN:10218351,100 m,STEEL,4-LINE, OIE M1	141585	MC 698 BIG BEND LONG LEADS	EA			1		105739	105739		
Deepwater Warehouse	Fieldwood	67505.A		DWW-YARD	FLYING LEAD;MFR:OCEANEERING,PN:10219046,2-LINE,STEEL,OIE M1 TO OIE M1	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			1		122159	122159		
Deepwater Warehouse	Fieldwood	67505.A		DWW-YARD	FLYING LEAD;MFR:OCEANEERING,PN:10219046,2-LINE,STEEL,OIE M1 TO OIE M1	141585	MC 698 BIG BEND LONG LEADS	EA			1		54953	54953		
Deepwater Warehouse	Fieldwood	67509.B		DWW-YARD C-VAN DNVU- 2051995	CAP;MFR:ODI,PN:10205537,TYP ELECTRICAL CONNECTOR SHORTING,CONN TYP 4-PIN	141585	MC 698 BIG BEND LONG LEADS	EA			15		4830.75	72461.25		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	67512.B		DWW-YARD	SPOOL,MFR:ACADIAN,PN-PC-853,OD 10 IN,SPEC THUNDER HAWK TOPSIDE,SIZE: 3 FT-1 IN X 1 FT-9.25 IN X 3 FT-10.5 IN, 3 FLANGE, WEIGHT: 1.372 LBS, WITH 90 DEG AND 45 DEG, WOL	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		7275	7275		
Deepwater Warehouse	Fieldwood	67513.B		MW-R15-3	JUNCTION PLATE, SUBSEA,MFR:OCEANEERING,PN:428798,TYP M1 REMOVABLE J PLATE, HYDRAULIC,MN:WOC5, 12-WAY	140528	MC 948 GUNFLINT LONG LEAD	EA			1		37500	37500		
Deepwater Warehouse	Fieldwood	67513.B		MW-R16-3	JUNCTION PLATE, SUBSEA,MFR:OCEANEERING,PN:428798,TYP M1 REMOVABLE J PLATE, HYDRAULIC,MN:WOC5, 12-WAY	140528	MC 948 GUNFLINT LONG LEAD	EA			0		37500	0		
Deepwater Warehouse	Fieldwood	67513.B		MW-R15-2	JUNCTION PLATE, SUBSEA,MFR:OCEANEERING,PN:428798,TYP M1 REMOVABLE J PLATE, HYDRAULIC,MN:WOC5, 12-WAY	140528	MC 948 GUNFLINT LONG LEAD	EA			0		37500	0		
Deepwater Warehouse	Fieldwood	67514.B		MW-R17-2	PLATE,MFR:OCEANEERING,PN:0428795,TYP M1 REMOVABLE TEST AND FLUSHING	141585	MC 698 BIG BEND LONG LEADS	EA			1		33620.25	33620.25		
Deepwater Warehouse	Fieldwood	67515.B		MR-GENERAL	JUMPER,MFR:OCEANEERING,PN:0428785,TYP TEST OPTICAL,WITH PIGTAIL	141585	MC 698 BIG BEND LONG LEADS	EA			2		19062	38124		
Deepwater Warehouse	Fieldwood	67517.A		MR-GENERAL	JUMPER,MFR:OCEANEERING,PN:0428786,TYP TEST OPTICAL RECEPTACLE,MFR:SERIES/VERSION:8FOSM,MN:HYDRALIGHT,TOP ASSEMBLY, WITH PIGTAIL	140528	MC 948 GUNFLINT LONG LEAD	EA			2		24036	48072		
Deepwater Warehouse	Fieldwood	67518.B		MW-R16-FL	CAP,MFR:OCEANEERING,PN:423685,SPCL FEATRS WITH INTENSIFIERS ASSEMBLY, M1 LONG TERM PROTECTIVE COVER, INTENSIFIERS AUX	140528	MC 948 GUNFLINT LONG LEAD	EA			1		155468.25	155468.25		
Deepwater Warehouse	Fieldwood	67519.B		MW-R15-FL	PLATE,MFR:OCEANEERING,PN:429318,TYP M2 FIXED T AND F,SPCL FEATRS 27-WAY, 27-LINE ASSEMBLY	204563	Dantzier Chemical Injection	EA			1		41788.5	41788.5		
Deepwater Warehouse	Fieldwood	67520.B		DWW-FRONT YARD	CONNECTOR,MFR:VECTOR,PN:101278-00MFR: FREUDENBERG,DIM 8 IN	141585	MC 698 BIG BEND LONG LEADS	EA			1		177555	177555		
Deepwater Warehouse	Fieldwood	67520.B		DWW-FRONT YARD	CONNECTOR,MFR:VECTOR,PN:101278-00MFR: FREUDENBERG,DIM 8 IN	203563	Rio Grande Spares	EA			1		171028.6	171028.6		
Deepwater Warehouse	Fieldwood	67521.B		DWW-YARD	SPOOL,MFR:ACADIAN,PN-PC-854,ID 8 IN,OD 10 IN,LG 12 FT-5-7/8 IN,SPEC THUNDER HAWK TOPSIDE,W/4-O-LET, TEE (SIZE: 8 X 4 X 10 IN), ECC RED 10X8 AND 8 FLANGE, WEIGHT: 2.112 LBS	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		8985	8985		
Deepwater Warehouse	Fieldwood	67523.B		DWW-YARD	SPOOL,MFR:ACADIAN,PN-PC-854,OD 10 IN,LG 12 FT-5-7/8 IN,SPEC THUNDER HAWK TOPSIDE,W/2 FLANGE, WEIGHT: 1.804 LBS	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		6315	6315		
Deepwater Warehouse	Fieldwood	67528.B		DWW-YARD	SPOOL,MFR:ACADIAN,PN-PC-856,OD 8 IN,SPEC THUNDER HAWK TOPSIDE,SIZE: 1 FT-6-11/16 IN X 2 FT-9-9/16 IN, W/2-90 DEG, 2 FLANGE, WEIGHT: 708 LBS	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		5925	5925		
Deepwater Warehouse	Fieldwood	67530.B		DWW-YARD	SPOOL,MFR:ACADIAN,PN-PC-857,ID 4 IN,OD 8 IN,SPEC THUNDER HAWK TOPSIDE,W/4-90 DEG, TEE AND 3-FLANGE, WEIGHT: 844 LBS	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		4087.5	4087.5		
Deepwater Warehouse	Fieldwood	67531.B		DWW-YARD	SPOOL,MFR:ACADIAN,PN-PC-861,OD 8 IN,LG 6 FT-11-1/2 IN,SPEC THUNDER HAWK TOPSIDE,W/O-LET, 3 FLANGE, WEIGHT: 864 LBS	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		6082.5	6082.5		
Deepwater Warehouse	Fieldwood	67532.B		BW-R6-2	SPOOL,MFR:ACADIAN,PN-PC-858,ID 4 IN,LG 2 FT-1-5/16 IN,SPEC THUNDER HAWK TOPSIDE,W/2 FLANGE, WEIGHT: 150 LBS	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		2325	2325		
Deepwater Warehouse	Fieldwood	67535.A		MW-R15-2	PLATE,MFR:OCEANEERING,PN:0429317,TYP M2 REMOVABLE TEST AND FLUSHING,SPCL FEATRS 27 WAY, 27 LINE ASSEMBLY	141585	MC 698 BIG BEND LONG LEADS	EA			2		59735	119470		
Deepwater Warehouse	Fieldwood	67536.A		DWW YARD C-VAN HLXU 616220-6	VALVE, BALL,MFR:EDGEN MURRAY,PN:EBF02,OPRTD 2 HANDLE,CONN 1 SZ 10 IN,CONN 1 TYP RTJ ENDS,CL 900 lb,PORT TYP FULL,BDY MATL CS,TRIM ENP,SPCL FEATRS TRUNNION MOUNTED,MATL SPEC ASTM A105N,MFR:KF VALVE,MN:XJ-700	203563	Rio Grande Spares	EA			1		14488	14488		
Deepwater Warehouse	Fieldwood	67537.A		SMALL PARTS ROOM FLOOR	CONNECTOR, COMMUNICATION,MFR:AKER,PN:10180143,CNCTR TYP RJ45 TO DB-9 MODEM ADAPTER	203563	Rio Grande Spares	EA			0		7.81	0		
Deepwater Warehouse	Fieldwood	67538.A		SMALL PARTS ROOM FLOOR	CABLE ASSEMBLY,MFR:AKER,PN:10155419,TERM TYP DB37, MALE TO FEMALE,LG 5 ft	203563	Rio Grande Spares	EA			0		59.91	0		
Deepwater Warehouse	Fieldwood	67539.A		SMALL PARTS ROOM FLOOR	CABLE ASSEMBLY,MFR:AKER,PN:10155480,TERM TYP DB37, MALE TO FEMALE MAT,LG 10 ft	203563	Rio Grande Spares	EA			0		72.81	0		
Deepwater Warehouse	Fieldwood	67543.A		MW-R16-1	PLATE,MFR:OCEANEERING,PN:0428795,TYP M1 REMOVABLE TEST AND FLUSHING,SPCL FEATRS 14-WAY, 14 LINE ASSEMBLY	139057	MC 948 GUNFLINT DEVELOPMENT	EA			0		44827	0		
Deepwater Warehouse	Fieldwood	67544.A		MW-R16-1	PLATE,MFR:OCEANEERING,PN:0428794,TYP M1 FIXED TEST AND FLUSHING,SPCL FEATRS 14-WAY, 14-LINE ASSEMBLY	139057	MC 948 GUNFLINT DEVELOPMENT	EA			3		34780	104340		
Deepwater Warehouse	Fieldwood	67544.A		MW-16-2	PLATE,MFR:OCEANEERING,PN:0440488,TYP M1 FIXED TEST AND FLUSHING,SPCL FEATRS 14-WAY, 14-LINE ASSEMBLY	139057	MC 948 GUNFLINT DEVELOPMENT	EA			1		34780	34780		
Deepwater Warehouse	Fieldwood	67544.B		MW-R16-1	PLATE,MFR:OCEANEERING,PN:0428794,TYP M1 FIXED TEST AND FLUSHING,SPCL FEATRS 14-WAY, 14-LINE ASSEMBLY	139057	MC 948 GUNFLINT DEVELOPMENT	EA			1		26085	26085		
Deepwater Warehouse	Fieldwood	67545.A		MW-R17-3	LOGIC CAP,MFR:OCEANEERING,PN:428777,TYP M1,SPCL FEATRS 14-WAY 14-LINE COVER,MFR:OCEANEERING,PN:0428790,TYP 4 WAY ELECTRICAL LTPC	139057	MC 948 GUNFLINT DEVELOPMENT	EA			1		45427	45427		
Deepwater Warehouse	Fieldwood	67546.A		MW-R16-1	OD/NAUTILUS ELECTRICAL LONG TERM PROTECTIVE,SPCL FEATRS RECEPTACLE COMPENSATED W/LOOPS 1-3 AND 2-4	139057	MC 948 GUNFLINT DEVELOPMENT	EA			3		4202	12606		
Deepwater Warehouse	Fieldwood	67547.A		MR-3-D	FLYING LEAD,MFR:OCEANEERING,PN:0434791,4 WAY ROV ELECTRICAL,WITH CIRCUIT LOOPS 1-3 AND 2-4 TITANIUM	139057	MC 948 GUNFLINT DEVELOPMENT	EA			3		3778	11334		
Deepwater Warehouse	Fieldwood	67548.A		MW-10-FL	O RING,MFR:CORTEC,PN:BN485-369-90-4900-1,PN:DASH 369,MATL PC BUNA,OD 8 3/8 IN,ID 8 IN,WD 3/16 IN,SHOR HRDNSS DURO 90,CLR BLACK,TEMP RNGE -15 TO 400 DEG F,SPCL FEATRS PER SM 49	203563	Rio Grande Spares	EA			3		8.125	24.375		
Deepwater Warehouse	Fieldwood	67549.A		MW-10-FL	SEAL, OIL,MFR:CORTEC,PN:BN580-1612700-9083-1,TYP LIP,ID 6-3/8 IN,OD 8 IN,SPCL FEATRS FACE, 10K,REF-LD063710	203563	Rio Grande Spares	EA			2		174	348		
Deepwater Warehouse	Fieldwood	67550.A		BW-R3-3	SCREW, CAP,MFR:CORTEC,PN:BN575-F225200-27MX-1,HEAD FLAT,DIA 1-3/8 IN,THD UNC 8 TP,LG 6-1/2 IN,SURF TRTMTN Xylan COATED,SPCL FEATRS L87	203563	Rio Grande Spares	EA			32		142	4544		
Deepwater Warehouse	Fieldwood	67558.A		SMALL PARTS ROOM FLOOR	CABLE,MFR:AKER,PN:10219329,TYP ENTHERNET PATCH,LG 10 FT,MFR:AKER,MN:CAT6/7TIA568B	203563	Rio Grande Spares	EA			0		18.75	0		
Deepwater Warehouse	Fieldwood	67559.A		SMALL PARTS ROOM FLOOR	CABLE,MFR:AKER,PN:10219510,TYP ENTHERNET PATCH,LG 15 FT,MFR:AKER,MN:CAT6/7TIA568B	203563	Rio Grande Spares	EA			0		21.25	0		
Deepwater Warehouse	Fieldwood	67560.A		SMALL PARTS ROOM FLOOR	CABLE,MFR:AKER,PN:10076045,TYP SERIAL PORTSERVER	203563	Rio Grande Spares	EA			0		48.75	0		
Deepwater Warehouse	Fieldwood	67561.A		SMALL PARTS ROOM FLOOR	CABLE,MFR:AKER,PN:10177068,TYP USB LG 6 ft,TERM TYP A MALE TO A MALE	203563	Rio Grande Spares	EA			0		7.81	0		
Deepwater Warehouse	Fieldwood	67563.A		SMALL PARTS ROOM FLOOR	CABLE,MFR:AKER,PN:BB15-000782-54,MN:1492-A,025 TO B CABLE ASS	203563	Rio Grande Spares	EA			0		386.7	0		
Deepwater Warehouse	Fieldwood	67564.A		SMALL PARTS ROOM FLOOR	CABLE,MFR:AKER,PN:BB15-000782-55,SPCL 1492-CABLE025Z,205M	203563	Rio Grande Spares	EA			0		369.25	0		
Deepwater Warehouse	Fieldwood	67565.A		SMALL PARTS ROOM FLOOR	CABLE,MN:1492-CABLE025Z	203563	Rio Grande Spares	EA			0		507.5	0		
Deepwater Warehouse	Fieldwood	67567.A		SMALL PARTS ROOM FLOOR	CABLE ASSEMBLY,MFR:AKER,PN:BB14-000634-41,TYP MODEM SIGNAL	203563	Rio Grande Spares	EA			0					
Deepwater Warehouse	Fieldwood	67568.A		SMALL PARTS ROOM FLOOR	CABLE,MFR:AKER,PN:10164394,SPC BNC M TO M, 750OHMS,MFR:AKER,MN:RG59B/U	203563	Rio Grande Spares	EA			0		25.19	0		
Deepwater Warehouse	Fieldwood	67568.A		SMALL PARTS ROOM FLOOR	CONVERTER,MFR:AKER,PN:10144574,TYP ETHERNET AND OPTICAL,MN:RGD	203563	Rio Grande Spares	EA			0		243.75	0		
Deepwater Warehouse	Fieldwood	67569.A		SMALL PARTS ROOM FLOOR	CABLE,MFR:AKER,PN:10077781,TYP SERVSWITCH,LG 10 FT	203563	Rio Grande Spares	EA			0		26.25	0		
Deepwater Warehouse	Fieldwood	67570.A		SMALL PARTS ROOM FLOOR	CABLE,MFR:AKER,PN:310219329,TYP ENTHERNET PATCH,LG 10 FT,MFR:AKER,MN:CAT6/7TIA568B	203563	Rio Grande Spares	EA			0		18.75	0		
Deepwater Warehouse	Fieldwood	67571.A		MW-R16-2	FLYING LEAD,MFR:OCEANEERING,PN:0436759,SUBSEA UMBILICAL TERMINATION ASSEMBLY,STEEL,REMOVABLE M1 SFL PARKING STAB	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			1		44141	44141		
Deepwater Warehouse	Fieldwood	67591.A		BW-AREA 1	ASSEMBLY:TYP TREE FORGING BODY,MATL N/A,COMPRISING P1000109121, P1000109116, P1000130507, P1000109111	139057	MC 948 GUNFLINT DEVELOPMENT	EA			1		1200000	1200000		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	67599.A		DWW-YARD-C-VAN CCLU 6672299	RISER,MFR:OIL STATES,PN-PD16909,TYP STEEL CATENARY,SPCL FEATRS FLEXJOINT MOCK-UP,APPLI THUNDER HAWK SCR	141585	MC 698 BIG BEND LONG LEADS	EA			1		99403	99403		
Deepwater Warehouse	Fieldwood	67662.A		BW-R2-3	KIT, REPAIR,MFR:CORTEC,PN-BN445-1805600-5390-17CA-17CA-3,TYP MAJOR,COMPRISING NA SZ NA,APPLI NA	203563	Rio Grande Spares	EA			2		19822	39644		
Deepwater Warehouse	Fieldwood	67835.B		DWW-YARD-C-VAN DNVU-2051995	PLUG, ELECTRICAL,MFR:ODI,PN:10192706,TYP EFL TEST,POLES 8-PIN,SPCL FEATRS CONNECTION: FEMALE	141585	MC 698 BIG BEND LONG LEADS	EA			2		1661.25	3322.5		
Deepwater Warehouse	Fieldwood	67836.B		DWW-YARD-C-VAN DNVU-2051995	PLUG, ELECTRICAL,MFR:ODI,PN:BB15-000680-80,TYP EFL TEST,POLES 4-PIN,SPCL FEATRS CONNECTION: MALE	141585	MC 698 BIG BEND LONG LEADS	EA			1		906.75	906.75		
Deepwater Warehouse	Fieldwood	67837.B		MW-R15-2	PLATE,MFR:AKER,PN:10219137,TYP 4-WAY FIXED FLUSHING	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			1		10818.75	10818.75		
Deepwater Warehouse	Fieldwood	67838.A		DWW-YARD	BEARING,MFR:RTI ENERGY SERVICES,PN:129310,BRAND:ORKOT, BRAND:UNKNOWN	140528	MC 698 BIG BEND LONG LEADS	EA			4		2196.45	8785.8		
Deepwater Warehouse	Fieldwood	67841.B		DWW-YARD-C-VAN DNVU-2051995	CONNECTOR, ELECTRICAL,MFR:ODI,PN:BB15-000680-78,TYP TEST,CONN TYP MALE,SPCL FEATRS PIN CONFIGURATION: 4-PIN	141585	MC 698 BIG BEND LONG LEADS	EA			8		1467	11736		
Deepwater Warehouse	Fieldwood	67842.B		DWW-YARD-C-VAN DNVU-2051995	CONNECTOR, ELECTRICAL,MFR:ODI,PN:BB15-000686-35,TYP TEST,CONN TYP MALE,SPCL FEATRS PIN CONFIGURATION: 8-PIN	141585	MC 698 BIG BEND LONG LEADS	EA			4		2199	8796		
Deepwater Warehouse	Fieldwood	67843.B		MW-AREA 1	CONNECTOR, ELECTRICAL,MFR:ODI,PN:10081132,TYP BULKHEAD,CONN TYP FEMALE,SPCL FEATRS PIN CONFIGURATION: 4-PIN	141585	MC 698 BIG BEND LONG LEADS	EA			2		1661.25	3322.5		
Deepwater Warehouse	Fieldwood	67844.B		MR-5-B	PLUG, ELECTRICAL,MFR:ODI,PN:BB15-000680-76,TYP EFL TEST,POLES 4-PIN,SPCL FEATRS CONNECTION: FEMALE	141585	MC 698 BIG BEND LONG LEADS	EA			4		1598.25	6393		
Deepwater Warehouse	Fieldwood	67845.B		DWW-YARD-C-VAN DNVU-2051995	PLUG, ELECTRICAL,MFR:ODI,PN:BB15-000686-43,TYP EFL TEST,POLES 8-PIN,SPCL FEATRS CONNECTION: MALE	141585	MC 698 BIG BEND LONG LEADS	EA			2		1730.25	3460.5		
Deepwater Warehouse	Fieldwood	67913.A		MW-AREA 4	OUTBOARD PLATE, 14 WAY. MFR: OCEANEERING, PN: 0428798		GUNFLINT	EA			1		0	0		
Deepwater Warehouse	Fieldwood	67846.B		DWW-YARD-C-VAN DNVU-2051995	PLUG, ELECTRICAL,MFR:ODI,PN:BB15-695-22-REN,TYP EFL TEST,POLES 6-PIN,SPCL FEATRS CONNECTION: FEMALE	141585	MC 698 BIG BEND LONG LEADS	EA			1		1371.75	1371.75		
Deepwater Warehouse	Fieldwood	68035.A		DWW-YARD C-VAN 609785	CENTRALIZER, SUB,MFR:HALLIBURTON,PN:0500-06125,TYP SLIDER,CASNG SZ 5 IN,WT 5.7 lb,ID 5.12 IN,OD 6-1/2 IN,LG 12.4 IN,HOLE SZ 6-1/2 IN,STD SZ 2	201560	GC 40 02 Katmai 2	EA			45		100.44	4519.8		
Deepwater Warehouse	Fieldwood	68051.B		BW-AREA 3	COLLAR,MFR:RTI ENERGY SERVICES,PN:129990,TYP SPACE,DIM 2 FT,S/N:200013641-001	140528	MC 948 GUNFLINT LONG LEAD	EA			1		16875	16875		
Deepwater Warehouse	Fieldwood	68057.B		BW-AREA 3	COLLAR,MFR:RTI ENERGY SERVICES,PN:129989,TYP SPACE,DIM 1 FT,S/N:200013640-001	140528	MC 948 GUNFLINT LONG LEAD	EA			1		13800	13800		
Deepwater Warehouse	Fieldwood	68058.B		DWW-YARD-C-VAN 401592 1	TOOL,MFR:TRENDSSETTER ENG.,PN:TEI-100796-00,TYP DRAWDOWN,SPCL FEATRS TELS/N:966-9013,S/N:966-9014	203563	Rio Grande Spares	EA			2		19125	38250		
Deepwater Warehouse	Fieldwood	68059.B		DWW-YARD C-VAN 2051995	CONNECTOR, ELECTRICAL,MFR:AKER,PN:BB15-000680-81,TYP ODI TEST	141585	MC 698 BIG BEND LONG LEADS	EA			0		974.25	0		
Deepwater Warehouse	Fieldwood	68060.B		MW-R16-FL	PLATE,MFR:AKER,PN:G02-4518-13-33074,SPCL FEATRS WITH BEND (45 DEGREE), 3GR HUB,BRAND:GRAYLOC, BRAND:UNKNOWN,MN:UH550	141585	MC 698 BIG BEND LONG LEADS	EA			3		48530.25	145590.75		
Deepwater Warehouse	Fieldwood	68061.B		MW-R16-FL	PLATE,MFR:AKER,PN:G02-4518-13-33071,TYP TEST,MN:UH550	141585	MC 698 BIG BEND LONG LEADS	EA			1		39448.5	39448.5		
Deepwater Warehouse	Fieldwood	68064.A		MW-R5-2/MW-R5-3	FLYING LEAD,MFR:AKER,PN:10243498,ELECTRICAL,LG 325 FT,APD	141585	MC 698 BIG BEND LONG LEADS	EA			2		94485	188970		
Deepwater Warehouse	Fieldwood	68107.A		MW-R10-2	RCPTCL,MFR:SKOFLO,PN:100257,TYP DUAL CORE	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		30240	30240		
Deepwater Warehouse	Fieldwood	68253.A		DWW-YARD	RINGS,TYP CENTRALIZER,ID 15 IN,OD 20.505 IN,WD N/A,DIM OAL 8 IN,MATL CS ASTM A707 L5,MATL GR 65KSI SMYS,DSGN RTNG 330 lb	140528	MC 948 GUNFLINT LONG LEAD	EA			1		2975	2975		
Deepwater Warehouse	Fieldwood	68254.A		DWW-YARD	CONE, BEARING,TYP CENTRALIZER,ID 17 X OD 23 X LG 18 IN,WD N/A,MATL CS ASTM A707 L5 GR 65KSI SMYS,SPEC WEIGHT: 451 LBS	140528	MC 948 GUNFLINT LONG LEAD	EA			2		4638.75	9277.5		
Deepwater Warehouse	Fieldwood	68255.A		DWW-YARD	SLEEVE,TYP CENTRALIZER,DIM ID 21.75 X OD 23 X LG 18 IN,MATL CS ASTM A707 L5 GR 65KSI SMYS,CPCTY 213 lb,APPLI N/A	140528	MC 948 GUNFLINT LONG LEAD	EA			1		77388	77388		
Deepwater Warehouse	Fieldwood	68304.B		DWW-YARD C-VAN DNVU-2051995	TOOL,MFR: FREUDENBERG,TYP CLEANING,STYL CONTINGENCY WINDOW HUB,CLR BLACK,SPCL FEATRS OPERATOR: ROV MANIPULATOR OPERATED, WITH ORANGE HANDLE,APPLI OPTIMA SUBSEA CONNECTOR ASSEMBLY (SIZE: 8 IN),BRAND:VECTOR, BRAND:UNKNOWN	203563	Rio Grande Spares	EA			2		11332.8	22665.6		
Deepwater Warehouse	Fieldwood	68305.B		DWW-YARD C-VAN DNVU-2051995	TOOL,MFR: FREUDENBERG,TYP SEAL CHANGEOUT,SPCL FEATRS OPERATOR: ROV HYDRAULICALLY OPERATED,APPLI OPTIMA SUBSEA CONNECTOR ASSEMBLY (SIZE: 8 IN),BRAND:VECTOR, BRAND:UNKNOWN	203563	Rio Grande Spares	EA			2		13599.33	27198.66		
Deepwater Warehouse	Fieldwood	68307.B		MR-2-D	SEAL, RING,MFR: FREUDENBERG,TYP N/A,OD N/A,OD N/A,THK N/A,MATL SILVER COATED,APPLI OPTIMA SUBSEA CONNECTOR ASSEMBLY (SIZE: 8 IN),BRAND:VECTOR, BRAND:UNKNOWN	203563	Rio Grande Spares	EA			11		5496	60456		
Deepwater Warehouse	Fieldwood	68308.B		MW-R16-FL	CAP,MFR:AKER,PN:G02-4518-13-33073,TYP COMPENSATED PRESSURE BRAND:UNITECH, BRAND:UNKNOWN	141585	MC 698 BIG BEND LONG LEADS	EA			1		43738.5	43738.5		
Deepwater Warehouse	Fieldwood	68375.A		MW-R17-3	FLANGE,TYP PIPE. BLIND DIM NA,CONN SZ NA,CONN TYP NA,MATL STAINLESS STEEL,MATL GR NA,OPRTG PRESS ANSI 900 LBS,STYL SPECTACLE,SPEC 8 IN OD, RTJ	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		2712	2712		
Deepwater Warehouse	Fieldwood	68444.B		DWW-YARD-C-VAN CPIU 0301122261	FLYING LEAD,MFR:AKER,PN:10243958,6-WAY / 4-WAY ELECTRICAL,LG 325 ft	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			0		24366	0		
Deepwater Warehouse	Fieldwood	68445.B		MW-R8-2	FLYING LEAD,MFR:AKER,PN:10242630,6-WAY / 4-WAY ELECTRICAL,LG 200 ft	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			0		24366	0		
Deepwater Warehouse	Fieldwood	68523.A		DWW-YARD-C-VAN HICU 133919 9	KIT, VALVE REPAIR,MFR:CORTEC,PN-BN445-1775200-1M90-17CA-17CA-3,VLV SZ 1-13/16 IN,OPRTG PRESS 10000 PSI,MATL ELASTOMER,COMPRISING LIP SEALS, WEATHER SEALS, BALL AND SEAT SET	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		4109	4109		
Deepwater Warehouse	Fieldwood	68558.A		BW-AREA 2	SWAGE, CASING,NOM SZ 22 IN,WALL THK 1.25 IN,TOP CONN WT 277.04 lb,TOP CONN SZ 22 IN,TOP CONN TYP H90DM/MT PIN,BOT CONN WT N/A,BOT CONN SZ N/A,BOT CONN TYP 1502 WECO, MATL STEEL,MATL GR X80,LG N/A	201560	GC 40 02 Katmai 2	EA			1		2080.81	2080.81		
Deepwater Warehouse	Fieldwood	68559.A		DWW-YARD-C-VAN 401592 1	PUMP,MFR:PROSERV,PN:ADPM2X15X10K,TYP MOTOR,SPEC 10,000 PSI, 2.00 GPM, 15HP 460V/60HZ/3PH, 1800 RPM, 120V/60HZ/1PH HEATERS, CSA AND UL CERT	203563	Rio Grande Spares	EA			0		20508	0		
Deepwater Warehouse	Fieldwood	68561.A		DWW-YARD-C-VAN 401592 1	PUMP, CSA AND UL CERT	203563	Rio Grande Spares	EA			0		4125	0		
Deepwater Warehouse	Fieldwood	68566.B		DWW-YARD C-VAN 2051995	CONNECTOR, ELECTRICAL,MFR:ODI,PN:BB15000686-67,SPEC ELECTRICAL CONNECTOR FEMALE LONG TERM COVER, 4-PIN	141585	MC 698 BIG BEND LONG LEADS	EA			6		3936.75	23620.5		
Deepwater Warehouse	Fieldwood	68584.E		DWW-YARD-C-VAN 401592 1	TESTER,TYP SERIMAX,SZ NA,CONTNR TYP CRATE W/ WELDS FROM INSPECTION, 8.625" OD X 1.344 WT,APPLI TESTING USE ONLY GUNFLINT, TENARIS LINE PIPE, SERIMAX TEST WELDS, BRAND:TENARIS, BRAND:SERIMAX	139057	MC 948 GUNFLINT DEVELOPMENT	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	68685.A		MR-2-E	BODY,MFR:FMC,PN:P1000026071,TYP SEAL,DUMMY TEST EQUIPMENT, USED	140528	MC 948 GUNFLINT LONG LEAD	EA			1		11150	11150		
Deepwater Warehouse	Fieldwood	68686.A		MR-2-A	SEAL,MFR:FMC,PN:P161582,TYP S,OD 12.879/12.801 IN	140528	MC 948 GUNFLINT LONG LEAD	EA			2		658.21	1316.42		
Deepwater Warehouse	Fieldwood	68687.A		MR-2-A	SEAL,MFR:FMC,PN:P1000098349,TYP S,OD 12.487/12.413 IN,THK 0.33 IN	139057	MC 948 GUNFLINT DEVELOPMENT	EA			2		1178	2356		



Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	68688.A		MR-2-F	SEAL,MFR:FMC,PN:DP-18-6253,MATL METAL,SPCL FEATRS SBMS-11 BODY, F/SIZE: 4-1/2 IN, PRESSURE: 10 K H,SPEC OBSOLETE AND REPLACED BY P1000151418, ME	140528	MC 948 GUNFLINT LONG LEAD	EA			3		9087	27261		
Deepwater Warehouse	Fieldwood	68689.A		MR-3-F	SEAL,MFR:FMC,PN:P1000009840,MATL METAL,SPCL FEATRS BODY DESIGN: SBMS-11,APPLI 5-15K	140528	MC 948 GUNFLINT LONG LEAD	EA			3		12116	36348		
Deepwater Warehouse	Fieldwood	68690.A		MR-2-A	SEAL,MFR:FMC,PN:P182168,TYP 5,OD 14.794/14.706 IN,THK 0.3 IN,LG 0.516 IN	140528	MC 948 GUNFLINT LONG LEAD	EA			1		902	902		
Deepwater Warehouse	Fieldwood	68691.A		MR-2-A	SEAL,MFR:FMC,PN:P1000009589,TYP 5, B,OD 16.755/16.655 IN	140528	MC 948 GUNFLINT LONG LEAD	EA			2		1085	2170		
Deepwater Warehouse	Fieldwood	68692.A		MR-GENERAL	TRANSFORMER,MFR:FMC,PN:215127MFR: HAMMOND,TYP DRY,PH QTY 1,REF:8800701845	140528	MC 948 GUNFLINT LONG LEAD	EA			1		5527.88	5527.88		
Deepwater Warehouse	Fieldwood	68694.A		MR-2-A	SEAL,MFR:FMC,PN:P1000009444,TYP 5, B	140528	MC 948 GUNFLINT LONG LEAD	EA			1		926	926		
Deepwater Warehouse	Fieldwood	68696.B		MW-R6-1	FUNNEL,MFR:AKER,PN:450624158-20-002,TYP GUIDE ASSEMBLY,DIM OD 8 IN,APPLI PIG DETECTOR,REF:10217747, REF:10223677	141585	MC 698 BIG BEND LONG LEADS	EA			1		4671	4671		
Deepwater Warehouse	Fieldwood	68698.A		DWW-YARD-C-VAN 401592.1	KIT, VALVE REPAIR,MFR:WHITCO,PN:4INBBF31,VLV SZ 4 IN,OPRTG PRESS CL 300,APPLI BALL VALVE	203563	Rio Grande Spares	EA			1		3647.6	3647.6		
Deepwater Warehouse	Fieldwood	68699.A		MR-GENERAL	KIT,MFR:FMC,PN:P2000054316,TYP REDRESS,APPLI SSP WELLHEAD PLUG (SIZE: 4.673 IN),SPEC OEM SPARE PART, 15K, SUPPLIED BY HALLIBU	140528	MC 948 GUNFLINT LONG LEAD	EA			0		16460.3	0		
Deepwater Warehouse	Fieldwood	68700.A		MR-2-F	BODY,MFR:FMC,PN:P1000026073,TYP SEAL,DUMMY TEST EQUIPMENT, USED	140528	MC 948 GUNFLINT LONG LEAD	EA			1		11721	11721		
Deepwater Warehouse	Fieldwood	68701.A		MR-2-F	BODY,MFR:FMC,PN:P1000026074,TYP SEAL,DUMMY TEST EQUIPMENT, USED	140528	MC 948 GUNFLINT LONG LEAD	EA			1		11191	11191		
Deepwater Warehouse	Fieldwood	68913.B		DWW-YARD	STAND,TYP N/A,MATL JUMPER,SPCL FEATRS FABRICATION,APPLI METEROLOGY	203563	Rio Grande Spares	EA			2		156000	312000		
Deepwater Warehouse	Fieldwood	68946.A		DWW-YARD-C-VAN CCLU 667229.9	KIT,MFR:FMC TECHNOLOGIES,PN:P1000069312,TYP COMMISSIONING,CL 15000 PSI,APPLI ENHANCED HORIZONTAL SUBSEA TREE (EHXT) TUBING HANGER	139057	MC 948 GUNFLINT DEVELOPMENT	EA			2		16460.3	32920.6		
Deepwater Warehouse	Fieldwood	68949.A		MR-GENERAL	KIT,MFR:FMC TECHNOLOGIES,PN:P1000002656,TYP HORIZONTAL,APPLI ELECTRICAL FEEDTHROUGH SYSTEM	139057	MC 948 GUNFLINT DEVELOPMENT	EA			1		29817.78	29817.78		
Deepwater Warehouse	Fieldwood	68966.A		MR-5-D	VALVE, RELIEF,MFR:PARKER,PN:3MP78F-MFPA-15000-SS,VLV SZ 9/16 X 9/16 IN,CONN TYP TUBE,SET PRESS 10000 PSIG,BOY MATL SS	203563	Rio Grande Spares	EA			1		1321	1321		
Deepwater Warehouse	Fieldwood	68967.A		BW-R12-2	HEATER, WATER, ELECTRIC,MFR:RHEEM,PN:PROE30 S2 RH95 8,TYP SHORT,VOL CPTY 30 gal,VOLT 240,WATT 4500 W		NEPTUNE	EA			1		527.685	527.685		
Deepwater Warehouse	Fieldwood	68991.B		BW-AREA 2	CYLINDER, COMPRESSED GAS,MFR:CAMERON,PN:639CH,GAS TYP NATURAL GAS,DIA 12.5 IN,OUTLET CONN TYP FLANGE,APPLI COMPRESSOR		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	68992.B		BW-R7-1	PISTON,MFR:CAMERON,PN:2QDN-T04A-0000,TYP GAS,DIM 12.5 IN,APPLI COMPRESSOR FOR WH64		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	68993.B		BW-NEP-AREA	CAMSHAFT,MFR:CAMERON,PN:650-503-000,TYP FRONT,APPLI FOR 2408 WS ENGINE		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	68994.C		BW-NEP-AREA	CAMSHAFT,MFR:CAMERON,PN:650-505-000,TYP REAR,APPLI FOR 2408 WS ENGINE		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	68995.C		BW-R11-FL	CONNECTING ROD,MFR:CAMERON,PN:651-802-001,TYP ENGINE,APPLI FOR 2408 WS ENGINE		NEPTUNE	EA			6		0.01	0.06		
Deepwater Warehouse	Fieldwood	68996.B		BW-R8-FL	CONNECTING ROD,MFR:CAMERON,PN:620-001-001,TYP COMPRESSOR,APPLI FOR WH64 SW COMPRESSOR FRAME		NEPTUNE	EA			3		0.01	0.03		
Deepwater Warehouse	Fieldwood	68997.C		BW-R7-1	ROD, PONY,MFR:CAMERON,PN:2625-021-003,TYP GAS,APPLI FOR COMPRESSOR SW WH64		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	68998.B		BW-NEP-AREA	SHAFT,MFR:CAMERON,PN:620-090-001,TYP CRANK,APPLI FOR WS COMPRESSOR WH64,MFR:CAMERON,MN:WH64		NEPTUNE	EA			1		0	0		
Deepwater Warehouse	Fieldwood	68999.B		BW-R10-2	HEAD, CYLINDER,MFR:CAMERON,PN:650-183-005,TYP ENGINE,APPLI FOR WS 2408 ENGINE		NEPTUNE	EA			4		0.01	0.04		
Deepwater Warehouse	Fieldwood	69001.B		BW-R8-2	TURBOCHARGER,MFR:CAMERON,PN:663-313-002,TYP FOURCED AIR,APPLI FOR WS 2408 ENGINE,MFR:CAMERON,MN:RR-181/14		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69001.C		BW-NEP-AREA	TURBOCHARGER,MFR:CAMERON,PN:663-313-002,TYP FOURCED AIR,APPLI FOR WS 2408 ENGINE,MFR:CAMERON,MN:RR-181/14		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69002.A		MW-R6-1	ASSEMBLY,MFR:CAMERON,PN:2247143-25MOD,COMPRISING HOT STAB, GAUGE (PRESSURE: 10,000 PSI),APPLI PANEL, ROV	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		19414.71	19414.71		
Deepwater Warehouse	Fieldwood	69010.B		BW-AREA 2	COOLER,MFR:CAMERON,PN:655-545-000,TYP ENTER,APPLI FOR WS 2408 ENGINE GASKET SET,MFR:CATERPILLAR,PN:293-3421,TYP CYLINDER HEAD,APPLI FOR CATERPILLAR ENGINE		NEPTUNE	EA			4		0.01	0.04		
Deepwater Warehouse	Fieldwood	69013.B		OS-R3-51			NEPTUNE	EA			5		0.01	0.05		
Deepwater Warehouse	Fieldwood	69016.B		BW-R8-1	SPACER,MFR:SEATRAX,PN:TL9013,TYP CRANE PIN,APPLI FOR BOOM HEEL CRANE BUSHING,MFR:SEATRAX,PN:TL9003,TYP CRANE PIN,APPLI FOR BOOM HEEL CRANE		NEPTUNE	EA			2		0.01	0.02		
Deepwater Warehouse	Fieldwood	69017.B		BW-R8-1	CRANE		NEPTUNE	EA			2		0.01	0.02		
Deepwater Warehouse	Fieldwood	69018.B		BW-R8-1	PIN,MFR:SEATRAX,PN:TA104-2,TYP CRANE HEEL,DIA 5.5 IN,LG 13 IN		NEPTUNE	EA			2		0.01	0.02		
Deepwater Warehouse	Fieldwood	69019.B		BW-R10-1	MTR, ELEC,MFR:TOSHIBA,PN:B0056FLZAMH04,TYP 5 HP,APPLI FOR RPM-1165,MFR:TOSHIBA,MN:IKHFK1180		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69020.B		BW-R10-1	MTR, ELEC,MFR:BALDOR,PN:CM7014-1,TYP 1 HP,RPM 1750,PH 3,MFR:BALDOR,MN:BY897087		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69021.B		BW-R10-1	MTR, ELEC,MFR:EMERSON,PN:HSE3D,TYP 5 HP,RPM 955/1165,PH 3,MFR:EMERSON,MN:T413A		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69023.B		BW-R10-1	MTR, ELEC,MFR:BALDOR,PN:ECP3665T-4,TYP 5 HP,RPM 1750,PH 3,VOLT 460,HZ 60 ELBOW,MFR:CAMERON,PN:653-407-006,TYP EXHAUST,CONN TYP FLANGE,SZ 8 IN,MATL CAST IRON,DEG 90		NEPTUNE	EA		1		0.01	0.01			
Deepwater Warehouse	Fieldwood	69024.C		BW-R12-2	MTR, ELEC,MFR:EMERSON,PN:H40E2E,RPM 1775,PH 3PH,VOLT 230/460 V,FR 324 T,HZ 60,ENCL TOTALLY ENCLOSED,SHFT DIA 2.125 IN,POLES 4,AMP 92/46 A,SPCL FEATRS POWER: 40 HP,MN:R068		NEPTUNE	EA		1		0.01	0.01			
Deepwater Warehouse	Fieldwood	69026.B		BW-R11-1	MTR, ELEC,MFR:BALDOR,PN:VLCP3665T,RPM 1725,PH 3PH,VOLT 208-230/460 V,FR 184LP,HZ 60,ENCL TEFC,ROT REVERSIBLE,AMP 14.9-13.8/6.9 A,SPCL FEATRS POWER: 5 HP		NEPTUNE	EA		1		0.01	0.01			
Deepwater Warehouse	Fieldwood	69031.B		BW-R7-1	HEAD, CYLINDER,MFR:CATERPILLAR,PN:10R-8886,DIM WD 14.5 X LG 39.5 X HT 11.25 IN,APPLI ENGINE,MN:005M06Y12P68,EQ MODEL:C7		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69035.C		BW-NEP-AREA	SKID,MFR:PROSERV,PN:PHC-1G-1D-AGT-62,SPCL FEATRS PNEUMATIC AND HYDRAULIC,APPLI NITROGEN BOOSTER PUMP	203563	Rio Grande Spares	EA			0		21259	0		
Deepwater Warehouse	Fieldwood	69088.B		MW-R19-FL	VALVE,MFR:VALFORGE,PN:ABF01,CONN 1 SZ 4 IN,CONN 1 TYP RAISED FACE,CL 150 lb	139351	MC 698 BIG BEND EXECUTE AFE	EA			2		4781.25	9562.5		
Deepwater Warehouse	Fieldwood	69113.B		BW-NEP-AREA	CROSSHEAD,MFR:CAMERON,PN:620-262-001,TYP RECIPROCATING,APPLI COMPRESSOR,EQ MODEL:WH64		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69113.C		BW-NEP-AREA	CROSSHEAD,MFR:CAMERON,PN:620-262-001,TYP RECIPROCATING,APPLI COMPRESSOR,EQ MODEL:WH64		NEPTUNE	EA			1		0.01	0.01		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	69114.B		DWW-YARD	SPOOL,TYP FLOW METER DUMMY,ID 4 IN,OD N/A,LG 28.75 IN,MATL CS,SPEC PRESSURE: 1500 PSI, CONNECTION: RTJ, FABRICATION	141585	MC 698 BIG BEND LONG LEADS	EA			0		34206.25	0		
Deepwater Warehouse	Fieldwood	69115.B		BW-NEP-AREA	PN:MFR:CAMERON,PN:620-006-001,TYP CROSSHEAD,APPLI COMPRESSOR,EQ MODEL:WH64		NEPTUNE	EA			0		0.01	0		
Deepwater Warehouse	Fieldwood	69116.B		BW-R8-FL	BEARING:MFR:CAMERON,PN:625-235-001,TYP SLIPPERS, CROSSHEAD,APPLI COMPRESSOR,EQ MODEL:WH64		NEPTUNE	EA			18		0.01	0.18		
Deepwater Warehouse	Fieldwood	69119.B		BW-R8-FL	PUMP,MFR:CAMERON,PN:620-033-002,TYP OIL,APPLI WH64 COMPRESSOR COOLER,MFR:CAMERON,PN:653-902-001,TYP OIL,APPLI COMPRESSOR,EQ MODEL:WH64		NEPTUNE	EA			2		0.01	0.02		
Deepwater Warehouse	Fieldwood	69120.B		BW-NEP-AREA	COVER:MFR:CAMERON,PN:652-803-000,TYP CAM ACCESS,APPLI ENGINE,EQ MODEL:2408 WS		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69121.C		BW-R7-2			NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69123.B		BW-R10-3	EVAPORATOR, AIR CONDITIONER,MFR:BAYOU BOEUF ELECTRIC,PN:CAHA2403 CONDENSER,MFR:BAYOU BOEUF ELECTRIC,PN:S1CA80000D00,TYP AIR CONDITIONER		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69125.B		BW-R10-3	GUIDE,MFR:CAMERON,PN:650-469-000,TYP BUSHING, LIFTER,APPLI 2408 WS ENGINE		NEPTUNE	EA			0		0.01	0		
Deepwater Warehouse	Fieldwood	69126.C		BW-R7-2	SHEAVE, ASSEMBLY:MFR:SOLAR,PN:458402,TYP FAN,APPLI FOR SOLAR BOOSTER COMPRESSOR COOLER,MFR:SOLAR,MN:11568006		NEPTUNE	EA			11		0.01	0.11		
Deepwater Warehouse	Fieldwood	69127.B		BW-R7-2			NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69128.B		DWW-YARD	TRAY, CABLE,MFR:ENDURO,PN:EHL6-24-9-10,MFR:ENDURO,MN:ENDURO CLASS 20		NEPTUNE	EA			3		0.01	0.03		
Deepwater Warehouse	Fieldwood	69131.B		BW-R7-2	GEAR,MFR:CAMERON,PN:652-306-000 REV-ARG,APPLI 2408 WS ENGINE		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69132.C		BW-R7-2	JUMPER,MFR:CAMERON,PN:554-627-000,TYP WATER,APPLI 2408 WS ENGINE PLATE,MFR:CAMERON,PN:8650-631,TYP SEAL, GUIDE, PUSH ROD,APPLI 2408 WS ENGINE		NEPTUNE	EA			4		0.01	0.04		
Deepwater Warehouse	Fieldwood	69133.C		BW-R7-2			NEPTUNE	EA			26		0.01	0.26		
Deepwater Warehouse	Fieldwood	69134.C		DWW-YARD	MANIFOLD,MFR:CAMERON,PN:853-401-001,TYP EXHAUST,APPLI 2408 WS ENGINE		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69135.B		OS-R3-S2	BEARING,MFR:CAMERON,PN:620-198-001,TYP MAIN,APPLI 2408 WS ENGINE		NEPTUNE	EA			5		0.01	0.05		
Deepwater Warehouse	Fieldwood	69136.A		OS-R3-S3	BEARING,MFR:CAMERON,PN:904-568-001,TYP MAIN,APPLI 2408 WS ENGINE		NEPTUNE	EA			1		0	0		
Deepwater Warehouse	Fieldwood	69136.B		OS-R3-S2	BEARING,MFR:CAMERON,PN:904-568-001,TYP MAIN,APPLI 2408 WS ENGINE		NEPTUNE	EA			5		0.01	0.05		
Deepwater Warehouse	Fieldwood	69137.A		OS-R3-S2	BEARING,MFR:CAMERON,PN:651-931-000,TYP ROD		NEPTUNE	EA			3		0	0		
Deepwater Warehouse	Fieldwood	69137.B		OS-R3-S2	BEARING,MFR:CAMERON,PN:651-931-000,TYP ROD		NEPTUNE	EA			12		0.01	0.12		
Deepwater Warehouse	Fieldwood	69140.B		OS-R3-S3	BEARING,MFR:CAMERON,PN:650-773-000,TYP MAIN,APPLI 2408 WS ENGINE LIGHT,MFR:PAULUHN,PN:1159AYELGRDD2,TYP HELIPORT,SPEC SEALED,MN:D&T 1/2-2		NEPTUNE	EA			2		0.01	0.02		
Deepwater Warehouse	Fieldwood	69144.B		OS-R3-S1	LIGHT,MFR:PAULUHN,PN:1159ABLUGRDD2,TYP HELIPORT,SPEC SEALED,MN:D&T 1/2-2		NEPTUNE	EA			6		0.01	0.06		
Deepwater Warehouse	Fieldwood	69145.B		OS-R3-S1	PUMP, CENTRIFUGAL,MFR:DURCO,PN:PBE-7808,TYP COOLING MEDIA,STD MARK III		NEPTUNE	EA			3		0.01	0.03		
Deepwater Warehouse	Fieldwood	69147.B		BW-R7-FL	ACTUATOR,MFR:ROTOR,PN:RN 119968-1,TRVL LG 713 mm,OPTRR AIR,APPLI WASTE HEAT BUTTERFLY VALVE,MN:CP/S-045-200/DA		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69148.B		BW-R12-2	ASSEMBLY,TYP VALVE, ROCKER ARM,MATL NA,COMPRISING PN:650-429-000, PN:650-480-000,APPLI 2408 WS ENGINE		NEPTUNE	EA			8		0.01	0.08		
Deepwater Warehouse	Fieldwood	69151.C		BW-R7-2	MTR, ELEC,MFR:MARATHON,PN:TGS,TYP 5 HP		NEPTUNE	EA			0		0.01	0		
Deepwater Warehouse	Fieldwood	69153.B		BW-R10-1	MTR, ELEC,MFR:TECO-WESTINGHOUSE,PN:WZ419048001-002,TYP 7.5 HP,MFR:TECO-WESTINGHOUSE,MN:MAX-E1		NEPTUNE	EA			2		0.01	0.02		
Deepwater Warehouse	Fieldwood	69154.B		BW-R10-1	ROD,MFR:CAMERON,PN:NA,TYP PUSH RODS,DIM NA,MATL NA,APPLI 2408 WS ENGINE,MFR:CAMERON,TYPE-VALVE		NEPTUNE	EA			16		0.01	0.16		
Deepwater Warehouse	Fieldwood	69161.C		BW-NEP-AREA	REDUCER,TYP FLANGED, BELL,MATL NA,CONN 1 SZ NA,CONN 1 TYP NA,CONN 2 SZ NA,CONN 2 TYP NA,SPEC EXHAUST BELL REDUCER,STD NA,APPLI 2408 WS ENGINE RAIL,TYP MAIN, FUEL,MATL NA,DIA NA,WD NA,LG NAN,THK NA,PRFILE NA,APPLI MAIN FUEL RAIL,SPEC 2408 WS ENGINE,STD NA		NEPTUNE	EA			0		0.01	0		
Deepwater Warehouse	Fieldwood	69162.C		DWW-YARD	RAIL,TYP PILOT, FUEL,MATL NA,DIA NA,WD NA,LG NA,THK NA,PRFILE NA,APPLI 2408 WS ENGINE,SPEC MAIN FUEL RAIL,STD NA		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69163.C		DWW-YARD	MTR, ELEC,MFR:SIEMENS,PN:RGEVILSD,TYP 20 HP		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69165.B		BW-R11-1	PANEL,TYP ENCLOSURE,WD NA,LG NA,HT NA,MATL NA,APPLI SOLAR GENERATOR ENCLOSURE,SPEC SOLAR ENCLOSURE PANEL,STD NA		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69166.B		BW-NEP-AREA	FRAME,TYP ENGINE REMOVAL,DIM NA,MATL NA,SHAPE NA,STYL NA,MNTG FCLTY NA,SPL FEATRS NA,APPLI SOLAR BOOSTER COMPRESSOR ENGINE,SPEC SOLAR ENGINE EXCHANGE FRAMES,STD NA		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69167.B		MW-AREA 6			NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69168.B		BW-R10-3	HOIST,TYP ENGINE REMOVAL,STYL NA,LIFTG CAPACITY NA,SPEC NA,STD NA,FNSH NA,SPL FEATRS SOLAR HOIST,APPLI SOLAR BOOSTER COMPRESSOR ENGINE		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69170.B		BW-R11-2	RADIATOR,TYP CRANE ENGINE,DIM NA,CORE QTY NA,MATL NA,APPLI SEATRAX CRANE,SPEC SEATRAX CRAN RADIATOR,STD NA		NEPTUNE	EA			0		0.01	0		
Deepwater Warehouse	Fieldwood	69173.B		OS-R3-S1	SENSOR,MFR:FISHER,PN:FS845,MFR:FISHER,MN:3311		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69174.B		BW-R8-1	BRAKE,TYP BAND,TRQ NA,APPLI SEATRAX BOOM WINCH,SPEC SEATRAX BRAKE BAND FOR WINCH,STD NA		NEPTUNE	EA			2		0.01	0.02		
Deepwater Warehouse	Fieldwood	69175.B		BW-R8-1	ACTUATOR,TYP BRAKE,VOLT NA,AMP NA,WATT NA,OPRTG PRESS NA,TRVL LG NA,OPTRR NA,SPL FEATRS NA,APPLI SEATRAX MAIN OR AUX WINCH,SPEC SEATRAX HYDRAULIC BRAKE ACTURTOR CYLINDER,STD NA		NEPTUNE	EA			2		0.01	0.02		
Deepwater Warehouse	Fieldwood	69177.B		OS-R3-FL	HOUSING,MFR:DEL RIO INC.,PN:58617V150WE,TYP FILTER, HP,SPEC 10,000 PSI		NEPTUNE	EA			9		0.01	0.09		
Deepwater Warehouse	Fieldwood	69179.B		OS-R2-S1	HOUSING,MFR:DEL RIO INC.,PN:P8798F10WEV,TYP FILTER, HP,SPEC 10-ABS, 10,000 PSI		NEPTUNE	EA			5		0.01	0.05		
Deepwater Warehouse	Fieldwood	69180.B		OS-R2-S1	HOUSING,MFR:DEL RIO INC.,PN:8586V10WE,TYP FILTER, HP,SPEC 10-ABS 6,000 PSI,MFR:DEL RIO INC.,MN:233-10WEV		NEPTUNE	EA			11		0.01	0.11		
Deepwater Warehouse	Fieldwood	69181.B		OS-R2-S1	DAMPER, VIBRATION,MFR:FLOWGUARD,PN:FG40863/01-5,MFR:FLOWGUARD,MN:18888A		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69183.B		BW-AREA 1	VALVE,TYP R47,CONN 1 SZ 6 IN,CONN 1 TYP NA,CL 2500,DSGN RTNG NA,OPRTD NA,MATL NA		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69184.B		BW-R10-FL	VALVE,MFR:FISHER,PN:129841001,TYP PNEUMATIC CONTROL,CONN 1 SZ 2 IN,CL 900,SPL FEATRS W/ ACTUATOR		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69185.B		MW-R12-2	VALVE, BALL,MFR:WKM,PN:0104238-001,CONN 1 SZ 10 IN,CONN 2 SZ 8 IN,CL 150		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69189.B		BW-R12-3	TRAY, CABLE,DIM NA,TYP 1 CRATE,MATL NA		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69190.C		BW-R7-1	BLOWER,TYP MOON POOL, GAS EXTRACTION,AIR FLW CPTY NA,AMP NA,DIA NA,VOLT NA,WATT NA,RPM NA		NEPTUNE	EA			1		0.01	0.01		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	69191.B		BW-NEP-AREA	ROPE, WIRE,DIA 3/8 IN,LG NA,CONSTR NA,CLASSIF NA,MATL SS,LAY NA,SURF TRITMNT GALVANIZED		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69192.B		BW-R10-FL	MTR, ELEC,MFR:BALDOR,P/N:NA,TYP 75HP-FR 365TSC		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69195.B		BW-R11-3	VALVE:TYP 6 IN,CONN 1 SZ NA,CONN 1 TYP NA,CL 600,DSGN RTNG NA,OPRTD NA,MATL NA		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69196.B		BW-NEP-AREA	VALVE, BUTTERFLY;VLV SZ NA,DSGN RTNG NA,CONN SZ NA,CONN TYP NA,OPRTD NA,TYP NA,TRIM NA,BDY MATL NA,MATL GR NA,SPEC WASTE HEAT BUTTERFLY VALVES		NEPTUNE				2		0.01	0.02		
Deepwater Warehouse	Fieldwood	69197.B		DWW-YARD	ATTACHMENT;TYP NA,MATL NA,STD NA,APPLI SUB-SEA WELL ATTACHMENT		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69198.B		BW-AREA 2	CLAMP;TYP NA,DIM NA,MATL NA,MATL GR NA,APPLI RETROCLAMPS WITH LEADS		NEPTUNE	EA			18		0.01	0.18		
Deepwater Warehouse	Fieldwood	69199.B		BW-NEP-AREA	KIT;TYP NA,COMPRISING NA,APPLI SCRUBBER UPGRADE KIT		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69200.C		BW-R11-1	PUMP;TYP FLARE,FLW RATE NA,IN,INLT SZ NA,OUTLT SZ NA,RPM NA,SPEC SO311		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69202.B		BW-R12-1	BOX;TYP NA,WD NA,LG NA,DP NA,MATL NA,SPEC FIRE HOSE REELS,APPLI FIRE HOSE STORAGE BOX		NEPTUNE	EA			2		0.01	0.02		
Deepwater Warehouse	Fieldwood	69203.B		BW-NEP-AREA	PANEL, CONTROL,MFR:TULSA HEATERS,PN:TUAF-UMB-16,SPEC MECHANICAL SPOOL W/ CONTROL PANEL		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69204.B		BW-R8-3	FLANGE, LIFTING;TYP 12 BOLT,NOM SZ NA,CONN SZ NA,CONN TYP NA		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69205.B		BW-R7-FL	CHAIN;TYP NA,NOM ROLLR OD NA,WD NA,MATL NA,APPLI NA,SPEC AND BINDERS		NEPTUNE	EA			2		0.01	0.02		
Deepwater Warehouse	Fieldwood	69206.C		BW-R10-FL	GEAR,MFR:CAMERON,PN:NA,TYP IDLER, TIMING		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69207.B		BW-R9-1	COVER,MFR:CAMERON,PN:NA,TYP VALVE,APPLI 2408 WS ENGINE		NEPTUNE	EA			2		0.01	0.02		
Deepwater Warehouse	Fieldwood	69208.B		BW-R9-1	BOLT,MFR:CAMERON,PN:NA,APPLI FOR VALVE COVER, 2408 WS ENGINE		NEPTUNE	EA			114		0.010166667	1.159		
Deepwater Warehouse	Fieldwood	69209.B		BW-NEP-AREA	ROLLER,MFR:CAMERON,PN:NA,TYP LIFTER,APPLI 2408 WS ENGINE		NEPTUNE	EA			13		0.01	0.13		
Deepwater Warehouse	Fieldwood	69853.A		DWW-YARD	PIPE;TYP LINE,NOM SZ N/A,OD 8.625 IN,SCH N/A,WALL THK .864 IN,MATL N/A,MATL GR N/A,END CONN N/A,LG 40 FT,COATG EXT BARE,APPLI EXTRA SCR 70 KSI	141585	MC 698 BIG BEND LONG LEADS	FT			80		95	7600		
Deepwater Warehouse	Fieldwood	69856.A		DWW-YARD	PIPE;TYP LINE,NOM SZ N/A,OD 6.625 IN,SCH N/A,WALL THK .864 IN,MATL N/A,MATL GR X70,END CONN PLAIN END,LG 40 FT,COATG EXT R-3 FBE COATED	141585	MC 698 BIG BEND LONG LEADS	FT			17		68.59	1166.03		
Deepwater Warehouse	Fieldwood	69859.A		DWW-YARD-C-VAN 045905	CENTRALIZER, SUB;MFR:BLACKHAWK,PN:0109342-QP0003,CASNG SZ 9.375 IN,WT 39 lb/L,MATL GR Q125,CONN TYP TSH-S13,SPL FEATRS W/135000 MIN VOLT BST (338) 8 BOWS 15.87 OVER BOW,MFR:BLACKHAWK,MFR:69860 VALVE,MFR:WHITCO,PN:SDV-10400,CONN 1 SZ 6 IN,CONN 1 TYP RF CL 300,SPLC FEATRS W/ ACTUATOR,SPEC 6" BALL VALVE, 300#, RF FLANGE ENDS, 316SS BODY AND FLANGES DEVLON SEATS AND HNBR SEALS WITH ROTORK ACTUATOR, 316MOUNTING PLATE	201560	GC 40 02 Katmail 2	EA		34		8200	278800			
Deepwater Warehouse	Fieldwood	69966.A		MW-R19-FL	VALVE, BALL,MFR:WHITCO,PN:SDV-10400 BALL VALVE,CONN 1 SZ 6 IN,CONN 1 TYP RF FLANGE,CL 300,BDY MATL SS,MATL GR 316,SFTGDS SEAT: DEVLON; SEAL: HNBR	141585	MC 698 BIG BEND LONG LEADS	EA			1		17343	17343		
Deepwater Warehouse	Fieldwood	69967.C		MW-R19-FL	COLLAR, STOP,MFR:HALLIBURTON,P/N:634536MFR: CENTEK,TYP HEAVY DUTY,CASNG OD 5 IN,SPLC FEATRS W/ SGL BEV	141585	MC 698 BIG BEND LONG LEADS	EA			1		8671.5	8671.5		
Deepwater Warehouse	Fieldwood	70045.A		BW-R5-FL	DUTY,CASNG OD 5 IN,SPLC FEATRS W/ SGL BEV	201560	GC 40 02 Katmail 2	EA			90		36.5	3285		
Deepwater Warehouse	Fieldwood	70131.A		LINEAR CONTROLS, LA	SIEMENS MOTOR: S/N: 0770680-010-1. 1250 HP 882 RPM, 4160 VT, WP11 Frame 6811 Siemens - Thunderhawk, Yard Loc: H219, climate controlled facility		THUNDERHAWK				1		0	0		
Deepwater Warehouse	Fieldwood	70146.A		LINEAR CONTROLS, LA	SIEMENS MOTOR: S/N: 1LE2421ACC112AA3. 75 HP, 1200 RPM, 460 VT, TEFC, Frame 4441 - Thunderhawk, Yard Loc: H222, climate controlled facility		THUNDERHAWK				1		0	0		
Deepwater Warehouse	Fieldwood	70147.A		LINEAR CONTROLS, LA	MARATHON MOTOR: S/N: WAA037677. 125 HP, 1800 RPM, 460 VR, TEFC, Frame 4451 - Thunderhawk, Yard Loc: H223, climate controlled facility		THUNDERHAWK				1		0	0		
Deepwater Warehouse	Fieldwood	70148.A		LINEAR CONTROLS, LA	BALDOR MOTOR: S/N: A1106292137. 200 HP, 1800 RPM, 460 Volt, TEFC, Frame 4475SD - Thunderhawk, Yard Loc: H224, climate controlled facility		THUNDERHAWK				1		0	0		
Deepwater Warehouse	Fieldwood	70149.A		LINEAR CONTROLS, LA	Siemens MOTOR: S/N: G12T1269NP17. 250 HP, 1800 RPM, TEFC Frame B449T, Thunderhawk, climate controlled facility		THUNDERHAWK				1		0	0		
Deepwater Warehouse	Fieldwood	70207.B		MW-AREA 5	PUMP ASSEMBLY;TYP 5 STAGE HYDROFLO,SZ N/A,SPEC W/50HP, 460V SEI MOTOR, 175 FT NO 4 SENSOR CABLE SPLICED TO PT100 MOTOR SENSOR, FLOW INDUCER SLEEVE MOUNTED OVER MOTOR		THUNDERHAWK	EA			0		0.01	0		
Deepwater Warehouse	Fieldwood	70209.A		MW-AREA 5	MTR, ELEC,MFR:BALDOR,PN:09H404X129G1,HP 15,RPM 1765,PH 3,VOLT 460,HZ 60		THUNDERHAWK	EA			4		0.01	0.04		
Deepwater Warehouse	Fieldwood	70209.A		MW-R20-2	MTR, ELEC,MFR:BALDOR,PN:09H404X129G1,HP 15,RPM 1765,PH 3,VOLT 460,HZ 60		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	70235.A		MW-R18-1	VALVE, BALL,MFR:VELAN,P/N:816-34,TYP N/A,CONN 1 SZ 4 X 3 X 4 IN,CONN 1 TYP FLANGED,CL 150-300,MATL GR F316L,REF-549		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	70236.A		MR-4-E	SWITCH, SELECTOR,MFR:AKER,PN:10263807,CNTCT ARNGEMNT 1NO-1NC,POS QTY 2,OPRTD KEY	203563	Rio Grande Spares	EA			0		78.2	0		
Deepwater Warehouse	Fieldwood	70237.A		MR-3-B	POWER SUPPLY,MFR:AKER,PN:BB15-000312-06,/P VOLT 90-240 V,MN:SEM105	203563	Rio Grande Spares	EA			0		3910.1	0		
Deepwater Warehouse	Fieldwood	70238.A		MR-5-C	MODULE,MFR:AKER,PN:BB14-06004-01,TYP ASSEMBLY,APPLI MODEM; SWITCH	203563	Rio Grande Spares	EA			0		4378	0		
Deepwater Warehouse	Fieldwood	70239.A		MR-4-E	FILTER, AIR,MFR:AKER,PN:10264029,APPLI UPS INVERTER	203563	Rio Grande Spares	EA			0		977.5	0		
Deepwater Warehouse	Fieldwood	70240.A		DWW-YARD-C-VAN 433422.0	FLYING LEAD,MFR:OCEANEERING,PN:428781,ELECTRICAL (4 WAY),LG 120 m	140528	MC 948 GUNFLINT LONG LEAD	EA			2		18244	36488		
Deepwater Warehouse	Fieldwood	70241.A		MW-R5-3	FLYING LEAD,MFR:OCEANEERING,PN:428782,OPTICAL,LG 100 m	140528	MC 948 GUNFLINT LONG LEAD	EA			1		85079	85079		
Deepwater Warehouse	Fieldwood	70243.A		DWW-YARD	FLYING LEAD,MFR:OCEANEERING,PN:428779,14 WAY, 11 LINE,LG 100 m,STEEL	140528	MC 948 GUNFLINT LONG LEAD	EA			0		249560	0		
Deepwater Warehouse	Fieldwood	70244.A		DWW-YARD	FLYING LEAD,MFR:OCEANEERING,PN:428778,14 WAY, 14 LINE,LG 125 m,STEEL	139057	MC 948 GUNFLINT DEVELOPMENT	EA			1		249560	249560		
Deepwater Warehouse	Fieldwood	70247.A		MW-R5-3	FLYING LEAD,MFR:OCEANEERING,PN:46154,ASSEMBLY,ACOUSTIC SAND DETECTOR	139057	MC 948 GUNFLINT DEVELOPMENT	EA			1		49819	49819		
Deepwater Warehouse	Fieldwood	70248.B		MW-AREA 5	PUMP, SUBMERSIBLE;TYP JOCKEY,OUTLT PRESS N/A,DISPLCMNT N/A,TOT HD N/A,RPM 3600,OUTLT SZ N/A,OUTLT CONN TYP N/A,WD 8 IN,MATL N/A,SPEC FREQUENCY: 60 HZ, CURRENT: 65 A, VOLTAGE: 460 V, POLE QTY: 2P		THUNDERHAWK	EA			0		0.01	0		
Deepwater Warehouse	Fieldwood	70277.A		MW-AREA 5	TRANSMITTER, RADAR,MFR:ROSEMOUNT,PN:5302FA1P1N4AE0903CKESM1Q454,TYP GUIDED WAVE,O/P 4-20 mA,CONN TYP NPT,CONN SZ 1/2-14 IN		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	70278.A		BW-AREA 2	ELEMENT, HEATER,MFR:GAUMER PROCESS,PN:1F1S10F36N91XM4ERRTD,TYP N/A,VOLT 460,WATT 180,TEMP RNGE 200 DEG C,SPEC 3PH, 14478/2100 KP AND PSI,APPLI BUYBACK PREHEATER,EQ MODEL-HBG-4040 FG		THUNDERHAWK	EA			1		0.01	0.01		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	70280.A		MW-AREA 5	TRANSFORMER,MFR:CUTLER HAMMER,PN:V48M28T49CUEE,TYP DRY TYPE DISTRIBUTION,N/P VOLT 480 V,PH QTY 3,O/P VOLT 208/120 V,HZ 60,TEMP RTNG 150 DEG C,ENCL,TYP NEMA 2,SPCL FEATRS CLASS 220 INSULATION		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	70282.A		MW-R18-1	PUMP:TYP WASH DOWN,FLW RATE N/A,UNLT SZ N/A,OUTLT SZ N/A,OPRTG PRESS 250 PSI,RPM N/A,SPCL FEATRS TEMPERATURE: 100 DEG F,MN-1K1.5 X 11F OP/4.94MFR:FLOWSERVE,MN-MK3 LO-FLO		THUNDERHAWK	EA			0		0.01	0		
Deepwater Warehouse	Fieldwood	70283.A		MW-R20-2	MTR, ELEC,TYP N/A,HP 30,RPM 1700,PH 3,VOLT 460,FR 286TC,HZ 60,5F 1.15,ENCL N/A,INSUL CLASS N/A,AMP 36		THUNDERHAWK	EA			2		0.01	0.02		
Deepwater Warehouse	Fieldwood	70284.A		MW-R20-1	PUMP,MFR:FLOWSERVE,PN:PBA-6410-20-30,TYP COOLING,OPRTG PRESS 250 PSI,SPCL FEATRS TEMPERATURE: 100 DEG F,MFR:FLOWSERVE,MN-MK3-STD		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	70285.A		MW-R20-1	NOZZLE:TYP SUPER SONIC FLOW,COMM SZ 2-1/2 IN,CONN SZ 2-1/2 IN,CONN TYP NPT,FLW RATE N/A,MATL N/A,MATL GR N/A,APPLI VENTURI FLANGE		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	70286.A		BW-R5-1	FLANGE:TYP VENTURI,DIM 4-1/16,CONN SZ N/A IN,MATL N/A,MATL GR BX155 CRA,OPRTG PRESS 10,50,STD API		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	70401.A		BW-R12-1	HEATER, WATER, ELECTRIC,MFR:RHEEM,PN:PROE28 S2 HR95,VOL CPCT 28 gal,VOLT 240,AMP 18.8,WATT 4500		NEPTUNE	EA			1		468.055	468.055		
Deepwater Warehouse	Fieldwood	70522.B		MW-R12-FL	ASSEMBLY:MFR:CAMERON,PN:278639-01,TYP TEST STUMP,SPCL FEATRS W/ PLUG INSTALLED	141829	MC 948 2 ST02 GUNFLINT D&E	EA			1		84664.5	84664.5		
Deepwater Warehouse	Fieldwood	70523.A		MW-R20-3	HUB,TYP ELECTRICAL MOTOR,STYL N/A,SZ N/A,MATL N/A,ENCL N/A,APPLI ARIEL VRU COMPRESSOR,SPEC W/ BOLT AND FLEX PLATE,EQ MODEL:JGC-D			EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	70525.A		MW-R20-FL	VALVE, CONTROL:TYP N/A,VLV SZ N/A,CONN TYP FLARE,CL N/A,DSGN RTNG N/A,BDY MATL SS,FLW RATE N/A,APPLI INLET SEP B,STYL N/A		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	70526.A		DWW-YARD	RACK:TYP N/A,MATL N/A,DIM N/A,APPLI MOTOR SHIPPING FRAME; SALT WATER LIFT PUMP		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	70527.A		BW-R5-1	VALVE, BALL,TYP N/A,OPRTD GEAR,CONN 1 SZ 6 IN,CL N/A,BDY MATL COPPER,MATL GR N/A		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	70528.A		DWW-YARD	RACK:TYP BOAT STORAGE,MATL WOOD,DIM N/A		THUNDERHAWK	EA			0		0.01	0		
Deepwater Warehouse	Fieldwood	70529.A		BW-R2-2	VALVE, RELIEF:VLV SZ 3 IN,CONN TYP N/A,PRESS RANGE 1991-2262 PSI,SET PRESS N/A,OPRTD N/A,BDY MATL N/A,MATL GR N/A,MATL SPEC F51,TRIM SEAT: DEVLON,SFTGDS VITON,SPCL FEATRS CLASS 500		THUNDERHAWK	EA			2		0.01	0.02		
Deepwater Warehouse	Fieldwood	70530.A		MW-R18-FL	VALVE, RELIEF:TYP BLOWDOWN,VLV SZ 3 IN,CONN TYP N/A,SET PRESS N/A,OPRTD N/A,BDY MATL N/A,MATL GR N/A,APPLI GLYCOL SYSTEM		THUNDERHAWK	EA			2		0.01	0.02		
Deepwater Warehouse	Fieldwood	70531.A		BW-R2-1	PLATE, ASSEMBLY:MFR:ALFA LAVAL,PN:30110-69628,MATL TITANIUM,DIM THK 0.7 MM,APPLI HEAT EXCHANGER,SPEC W/ NBR GLUED GASKET,REF-M15B		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	70533.A		MW-R20-2	MTR, ELEC,TYP N/A,HP 1.5,RPM 1740,PH 3,VOLT 460,FR 145TC,HZ 60,5F N/A,ENCL TEFC,INSUL CLASS N/A,AMP N/A		THUNDERHAWK	EA			4		0.01	0.04		
Deepwater Warehouse	Fieldwood	70533.A		MW-R20-3	MTR, ELEC,TYP N/A,HP 1.5,RPM 1740,PH 3,VOLT 460,FR 145TC,HZ 60,5F N/A,ENCL TEFC,INSUL CLASS N/A,AMP N/A		THUNDERHAWK	EA			5		0.01	0.05		
Deepwater Warehouse	Fieldwood	70669.A		BW-AREA 2	GLASS, SIGHT,MFR:K-TEK,PN:0803-7454-16,TYP BRIDLE,APPLI B SEPARATOR,MFR:K-TEK,MN-KM265/566/D9F1F09/WJ215/WJ715/M2P/D/55		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	70670.A		MW-R18-2	KIT:TYP N/A,COMPRISING 48 IN MOURING BUOY FRAME ACCESSORIES, 30 IN BUOY, ANCHOR, 60 M WIRE ROPE AND HARDWARE,PKCG QTY 7,SPCL FEATRS W/ ACCESSORIES, MODERN BATTERY BOTTLE 3K,APPLI 75 KHZ ADCP BATTERY UNIT		THUNDERHAWK	EA			7		0.01	0.07		
Deepwater Warehouse	Fieldwood	70672.A		MW-AREA 6	KIT:TYP HARDWARE,COMPRISING FLASHING TERM BOX, DRY GAS, TGD AND TANDEM SEAL ASSEMBLIES,FLANGES, COVER PLATES AND BRACKETS,APPLI FLEX PIPE SECTIONS; GENERATOR / ENGINE REMOVAL		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	70673.A		MW-R20-1	VALVE, BALL,TYP N/A,CONN 1 SZ 3/4 IN,CONN 1 TYP THREADED,CL 3000,BDY MATL CS2,MATL GR CS2		THUNDERHAWK	EA			2		0.01	0.02		
Deepwater Warehouse	Fieldwood	70674.A		MW-R20-1	VALVE, BALL,TYP N/A,CONN 1 SZ 3/4 IN,CONN 1 TYP RTJ,CL 1500,BDY MATL CS,MATL GR WCB		THUNDERHAWK	EA			7		0.01	0.07		
Deepwater Warehouse	Fieldwood	70675.A		MW-R20-1	VALVE, BALL,TYP N/A,CONN 1 SZ 2 IN,CONN 1 TYP RF,CL 1500,BDY MATL N/A,MATL GR CS2		THUNDERHAWK	EA			2		0.01	0.02		
Deepwater Warehouse	Fieldwood	70676.A		MW-R20-1	VALVE, BALL,TYP MONOFLANGE,CONN 1 SZ 2 IN,CONN 1 TYP RTJ,CL 1500,BDY MATL CS,MATL GR LF2		THUNDERHAWK	EA			2		0.01	0.02		
Deepwater Warehouse	Fieldwood	70677.A		MW-R20-1	VALVE, BALL,TYP N/A,CONN 1 SZ 3 IN,CONN 1 TYP RF,CL 1500,BDY MATL CS,MATL GR LCC		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	70678.A		MW-R20-1	VALVE, BALL,TYP N/A,CONN 1 SZ 3/4 IN,CONN 1 TYP N/A,CL 6000,BDY MATL N/A,MATL GR N/A		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	70679.A		BW-R5-1	FLANGE, ADAPTOR;BASE MATL X155,APPLI N/A,CONN TYP XXHD,CONN SZ 4-1/16 IN,DSGN RTNG N/A		THUNDERHAWK	EA			3		0.01	0.03		
Deepwater Warehouse	Fieldwood	70800.A		DWW-YARD-C-VAN 402189 0	CROSSOVER, CASING;TOP CONN SZ 9.875 IN,TOP CONN WT 62.80 lb/ft,TOP CONN TYP THS-523,BOT CONN SZ 5 IN,BOT CONN WT 18 lb/ft,BOT CONN TYP BLANK,MATL GR 4145-110K,PROCESS NAL,LG NA	AFE FW183040	KATMAI	EA			2		5110	10220		
Deepwater Warehouse	Fieldwood	71173.A		MW-R20-1	FLANGE, SPECIAL PURPOSE:TYP CONCENTRIC,DIM 3 IN,STYL WELD ON FLANGE,BLT HOLE QTY N/A,PCD N/A,MATL N/A,MATL GR N/A,SPEC WIRELOC PN# H3WL25		THUNDERHAWK	EA			4		0.01	0.04		
Deepwater Warehouse	Fieldwood	71224.C		DWW-YARD	CAP:MFR:TRENDSSETTER,PN:A1001622,TYP LONG TERM PRESSURE,DIM DIA NO 10 STAND,MFR:TRENDSSETTER,PN:A10045473,TYP JUMPER FABRICATION,SPCL FEATRS COMMERCIAL SIZE: SHORT, NO 10 TEST HUBS	140528	MC 948 GUNFLINT LONG LEAD	EA			2		151100	302200		
Deepwater Warehouse	Fieldwood	71225.C		DWW-YARD	CAP:MFR:TRENDSSETTER,PN:A1001620,TYP SHORT TERM PRESSURE,DIM DIA NO 6 TOOL,MFR:TRENDSSETTER,PN:A1003797,TYP CLASS 6/7 TORQUE, SKID,SPCL FEATRS SOFTLAND/DRAWDOWN	140528	MC 948 GUNFLINT LONG LEAD	EA			2		51000	102000		
Deepwater Warehouse	Fieldwood	71243.C		DWW-YARD	STAND,MFR:TRENDSSETTER,PN:A1004704	140528	MC 948 GUNFLINT LONG LEAD	EA			1		148047.57	148047.57		
Deepwater Warehouse	Fieldwood	71245.C		DWW-YARD	KIT:MFR:TRENDSSETTER ENG,PN-KIT CONSISTS OF PART NUMBERS A1002599,A1002512,A1002606,TYP TOOL,COMPRISING 6/046 GASKET REPLACEMENT TOOL KIT	140528	MC 948 GUNFLINT LONG LEAD	EA			2		172450	344900		
Deepwater Warehouse	Fieldwood	71312.A		DWW-YARD	KIT:MFR:TRENDSSETTER ENG,PN-PART NUMBERS CONSISTING OF A1002599,A1002977,A1002993,TYP TOOL, GASKET,SPEC 10/046	140528	MC 948 GUNFLINT LONG LEAD	EA			2		105595	211190		
Deepwater Warehouse	Fieldwood	71398.A		BW-R8-FL	LINER:MFR:SUPERIOR,PN:651-014-D100,APPLI ENGINE CYLINDER		NEPTUNE	EA			1		0	0		
Deepwater Warehouse	Fieldwood	71400.A		OS-R3-S3	RING, PISTON,MFR:SUPERIOR,PN:651-763-000,APPLI ENGINE,SPEC SET		NEPTUNE	EA			5		0	0		
Deepwater Warehouse	Fieldwood	71401.A		OS-R3-S1	PUMP:MFR:CATERPILLAR,PN:137-1339,TYP WATER,EQ MODEL:3412		NEPTUNE	EA			1		0	0		
Deepwater Warehouse	Fieldwood	71402.A		OS-R3-S3	PUMP:MFR:CATERPILLAR,PN:7N6128,TYP FUEL TRANSFER,APPLI ENGINE,EQ MODEL:3412		NEPTUNE	EA			2		0	0		
Deepwater Warehouse	Fieldwood	71403.A		OS-R3-S2	BEARING ASSEMBLY:MFR:SUPERIOR,PN:650-909-006,TYP UPPER, LOWER,SPCL FEATRS QTY: 2		NEPTUNE	EA			11		0	0		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	71404.A		OS-R3-S2	BEARING ASSEMBLY,MFR:SUPERIOR,PN:650-908-000,TYP UPPER, LOWER,SPCL FEATRS QTY: 2		NEPTUNE	EA			6		0	0		
Deepwater Warehouse	Fieldwood	71407.A		OS-R3-S3	BEARING ASSEMBLY,MFR:SUPERIOR,PN:650-909-101,TYP UPPER, LOWER,SPCL FEATRS QTY: 2		NEPTUNE	EA			4		0	0		
Deepwater Warehouse	Fieldwood	71567.A		BW-R5-3	VALVE, CONTROL,MFR:EDGEN MURRAY,PN:204824-7,VLV SZ 3 IN,CONN TYP RF,OPRTG PRESS 20 PSIG,BDY MATL CS ASTM A216 GR WCC,TRIM CAGE: SS ASTM A351 CF8M/316, SHAFT: ENP SS ASTM A564 630 (1075), ECCENTRIC PLUG: SS 316	203563	Rio Grande Spares	EA			1		9116	9116		
Deepwater Warehouse	Fieldwood	71568.A		MW-R16-3	VALVE, CONTROL,MFR:EDGEN MURRAY,PN:204823-1,TYP BUTTERFLY, 150 RF FSHER-CVN,1052-8560,VLV SZ 6 IN,CONN TYP RF,DSGN RTNG CL 150,BDY MATL CS	203563	Rio Grande Spares	EA			0		11523	0		
Deepwater Warehouse	Fieldwood	71569.A		MW-R17-1	VALVE, RELIEF,MFR:EDGEN MURRAY,PN:204879-4MFR: ANDERSON GREENWOOD,VLV SZ 1 X 2 IN,SET PRESS 260 PSIG,REF: 102 JBS-E-15 -OR-J	203563	Rio Grande Spares	EA			0		6692	0		
Deepwater Warehouse	Fieldwood	71571.A		MW-R17-1	VALVE, RELIEF,MFR:EDGEN MURRAY,PN:204879-8MFR: AGCO,VLV SZ 1 X 2 IN,CONN TYP RF,SPCL FEATRS DESIGN RATING: CL 150,REF:1E2JOS-E315	203563	Rio Grande Spares	EA			0		3830	0		
Deepwater Warehouse	Fieldwood	71572.A		DWW-YARD-C-VAN CPU 03011222G1	LEAD, ELECTRICAL,MFR:OCEANEERING,PN:445521,TYP FLYING LEAD (EFL),TERM TYP 12 WAY,LEAD OVRL LG 180	140528	MC 948 GUNFLINT LONG LEAD	EA			0		23466	0		
Deepwater Warehouse	Fieldwood	71589.A		BW-R7-3	ASSEMBLY,MFR:SUPERIOR,PN:1050,SZ 10.5 IN,COMPRISING ROD, PISTON,APPLI COMPRESSOR		NEPTUNE	EA			1		0	0		
Deepwater Warehouse	Fieldwood	71592.A		BW-R8-1	ASSEMBLY,MFR:SUPERIOR,PN:1250,SZ 12.5 IN,COMPRISING ROD, PISTON,APPLI COMPRESSOR		NEPTUNE	EA			1		0	0		
Deepwater Warehouse	Fieldwood	71815.A		MR-3-F	7 WAY TEST CONNECTOR , 1 TYP MALE CONNECTOR, MFR: ODI, PN: 1037413		EA				3		0	0		
Deepwater Warehouse	Fieldwood	71837.B		DWW-YARD OS-R2-FL	ASSEMBLY,MFR:GRAND ISLE SHIPYARD INC.,PN:465856977,TYP TURBINE EXTRACTION SUPPORT		NEPTUNE	EA			1		0	0		
Deepwater Warehouse	Fieldwood	71839.A		LINEAR CONTROLS, LA	KIT,MFR:SOLAR TURBINES,PN:FT10611-102,TYP TOOL		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	72252.A		BW-AREA 2	ARIEL CYLINDER AND 2 PALLET PARTS		THUNDERHAWK				1		0	0		
Deepwater Warehouse	Fieldwood	72253.A		BW-AREA 2	CRATE WITH REBUILT CRANKSHAFT, SLEEVE BEARINGS AND THRUST PLATE		THUNDERHAWK				1		0	0		
Deepwater Warehouse	Fieldwood	72421.C		DWW-YARD	FLYING LEAD,MFR:OCEANEERING,PN:0433751.14 WAY, 11 LINE,LG 100 m,STEEL	142679	DEVELOPMENT	EA			0		148918.5	0		
Deepwater Warehouse	Fieldwood	72491.A		MW-R20-FL	VALVE, BALL,MFR:AKER,PN:6" BBA31MFR: MOMA,CONN 1 SZ 6 IN,CONN 1 TYP RF,CL 300,S/N:D12-15001001	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		38479	38479		
Deepwater Warehouse	Fieldwood	72492.A		MW-R19-1	VALVE, BALL,MFR:AKER,PN:6" BBA71MFR: MOMA,CONN 1 SZ 6 IN,CONN 1 TYP RF,CL 150,S/N:27QUA-15022601 & 27QUA-15022602	139351	MC 698 BIG BEND EXECUTE AFE	EA			2		25459.85	50919.7		
Deepwater Warehouse	Fieldwood	72493.A		MW-R19-FL	VALVE, BALL,MFR:AKER,PN:8" BBA31MFR: MOMA,CONN 1 SZ 8 IN,CONN 1 TYP RF,CL 300,S/N:27QUA-15022501	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		55370.2	55370.2		
Deepwater Warehouse	Fieldwood	72495.A		BW-R6-2	BODY,MFR:OIL STATES,PN:P016769,TYP FORGING,DIM 8 IN,S/N:14468 ,W/ FLANGE FORGING (8 IN PROD SCR, SN: 9080-1, 9080-2), TEST COUPON FORGING/ROUGH MACHINING (8 IN PRODUCTION, SN: 003)	141585	MC 698 BIG BEND LONG LEADS	EA			1		305035.48	305035.48		
Deepwater Warehouse	Fieldwood	72496.A		MR-3-F	SIMULATOR,MFR:AKER,PN:10189751,APPLI ACOUSTIC PIG DETECTOR,S/N:SIM-13-11-12126	203563	Rio Grande Spares	EA			0		9284	0		
Deepwater Warehouse	Fieldwood	72497.A		MR-3-F	SIMULATOR,MFR:AKER,PN:10189475,APPLI ACOUSTIC SAND DETECTOR,S/N:SIM-13-11-12127	203563	Rio Grande Spares	EA			0		9284	0		
Deepwater Warehouse	Fieldwood	72498.A		MR-3-F	SIMULATOR,MFR:AKER,PN:10233298MFR: ROXAR,SPCL FEATRS DIGITAL PS/TEMP,S/N:22560-02.01	203563	Rio Grande Spares	EA			0		4318	0		
Deepwater Warehouse	Fieldwood	72499.A		BW-AREA 2	PUMP,MFR:MILTON ROY,PN:532H238/CS2,FLW RATE 129 GAL/HR,INLET CONN TYP NPT,OUTLT CONN TYP NPT,OPRTG PRESS 3450 PSI	203563	Rio Grande Spares	EA			1		94000	94000		
Deepwater Warehouse	Fieldwood	72637.A		MW R16-3	CLAMP,TYP FLEXIBLE JUMPER HEAD,DIM N/A,MATL N/A,MATL GR N/A,APPLI 1 SET CONSISTS OF 2 PIECES / WITH ANODES,SPEC SWL 5.4 T	203925	Big Bend Riser Gas Lift Swap	EA			2		23690	47380		
Deepwater Warehouse	Fieldwood	72639.A		BW-AREA 2	PUMP, DIAPHRAGM,MFR:MILTON ROY,PN:MCM091-8LPGCFEAMP233C,OPRTG PRESS 15 GPH AT 10000 PSI,SPEC 3/4 IN MP CONNECTIONS, 115V XP ELECTRONIC ACTUATORS, DOUBLE BALL CHECKS, RUPTURE DETECTION W/GAUGE,STD 301SS DIAPHRAGMS,MFR:	203563	Rio Grande Spares	EA			1		150000	150000		
Deepwater Warehouse	Fieldwood	72926.A		MW-AREA 6	ASSEMBLY,MFR:CAMERON,PN:2207813-31,TYP INSERT RETRIEVABLE,COMPRISING PLUG, SPECIAL GROOVED CAGE,SPCL FEATRS EQUAL 100 PCT CV TRIM, 7 IN NOSE ON INSERT,APPLI SUBSEA CONTROL CHOKE 10K,EQ MODEL:CC40SR	203563	Rio Grande Spares	EA			0		87145	0		
Deepwater Warehouse	Fieldwood	72986.C		DWW FRONT YARD	ASSEMBLY,MFR:TRENDSETTER,PN:TE-101277-00MFR: FREUDENBERG,TYP LOWER,COMPRISING (2) HUBS/PLET, (2) PLETS/WELL, (2) WELL	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			2		33710.32	67420.64		
Deepwater Warehouse	Fieldwood	73016.A		DWW-YARD	ASSEMBLY,MFR:MURPHY,PN:61192,TYP 4 PART SPREADER BAR W/SLINGS,DIM 82 LONG X 52 WIDTH IN,SPEC MAX LIFTING CAPACITY 8 TONS		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	73029.B		MW-R15-2	ASSEMBLY,MFR:OCEANEERING,PN:0429337-MODMFR: OIE,TYP (27) WAY CAP,COMPRISING 27 X 1/2 HUNTING RS FEMALE VP COUPLER, ROV PANEL, (2) TWO 3-WAY BALL VALVE, 17H DUAL PORT HOT STAB RECEPTACLE,SPCL FEATRS YIELD: 10 KSI,APPLI M2 REMOVABLE PLATE	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			1		74161.31	74161.31		
Deepwater Warehouse	Fieldwood	73035.A		MW-R20-FL	VALVE, CONTROL,MFR:MASONILAN,PN:FVP110,VLV SZ 3",APPLI POSITIONER RING, BACK-UP,MFR:BAKER HUGHES,PN:H056226100,TYP V,ID 2.366 IN,OD 2.74-2.75 IN,SPCL FEATRS LENGTH: 0.188 IN, INTER COMPANY PURCHASES MUST HAVE BATCH OR APPROVED CERTIFICATIONS W/SHIPMENTS REGULATED TRACEABLE C1 CRITICAL TO		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	73375.A		MR-4-D	RING, BACK-UP,MFR:BAKER HUGHES,PN:H0A0161400,ID 1.662 IN,OD 1.826 IN,THK 0.48 IN,SPCL FEATRS LENGTH: 0.78 IN, W/SCARF 45-DEG CONCAVE CRITICAL BATCH MANAGED,MN:BPS-F202/PE30,MN:SERIES 100	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		216.8	216.8		
Deepwater Warehouse	Fieldwood	73378.A		MR-5-D	PLATE,MFR:ALFA LAVAL,PN:30110-69630,MATL SS,THK 0.5-0.6 mm,SPCL FEATRS W/ (287) TI PLATES, 0.5 MM NBRP CLIP-AD GASKETS,APPLI HEAT EXCHANGER,MN:MX25-MFD	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		87.2	87.2		
Deepwater Warehouse	Fieldwood	73999.A		BW-AREA 2	FLANGE,TYP BLIND,DIM DIA 6 IN,CONN SZ N/A,CL 2500,MATL N/A,MATL GR N/A		THUNDERHAWK	EA			3		0.01	0.03		
Deepwater Warehouse	Fieldwood	74001.A		BW-R5-1	FLANGE,TYP BLIND,DIM DIA 8 IN,CONN SZ N/A,MATL N/A,MATL GR N/A,MN:SERIES 1500		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	74002.A		BW-R5-1	FLANGE,TYP BLIND,DIM DIA 8 IN,CONN SZ N/A,MATL N/A,MATL GR N/A,MN:SERIES 150		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	74003.A		BW-R5-1	CENTRALIZER,TYP COLUMN PIPE,CASNG SZ N/A,ID N/A,OD N/A,LG N/A,MATL N/A,HOLE SZ N/A,CONN TYP N/A		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	74004.A		MW-R19-1	PLATE,MFR:ALFA LAVAL,PN:30110-69626,SPCL FEATRS W/ (163) TI PLATES, 0.7 MM NBRP GLUED ON GASKETS,APPLI HEAT EXCHANGER,MN:MX25-BFD		THUNDERHAWK	EA			4		0.01	0.04		
Deepwater Warehouse	Fieldwood	74006.A		BW-AREA 1	PUMP, INJECTION,MFR:CHECKPOINT PUMPS,PN:P8412HCNQ3,TYP ASSEMBLY, DOUBLE ACTING,INLT SZ 3/4 IN,SPCL FEATRS MATERIAL: SS 31 XWL, CYLINDER, CER PLUG (MATERIAL: TFE/PEEK/FK),MFR:CHECKPOINT PUMPS,MN:8400		THUNDERHAWK	EA			0		0.01	0		
Deepwater Warehouse	Fieldwood	74100.C		BW-R11-FL	COMPUTER,MFR:AKER,PN:BB15-000731-05MFR: PANASONIC,TYP LAPTOP, BRAND:TOUGHBOOK, BRAND:UNKNOWN		NEPTUNE	EA			2		0.01	0.02		
Deepwater Warehouse	Fieldwood	74124.B		MR-GENERAL			EA				0		5792.315	0		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	74178.A		DWW-YARD-C-VAN 133919.9	MTR, ELEC,MFR:EDGEN MURRAY,PN:MTR-30-18-TE-286TC-841-BP,HP 30,RPM 1800,VOLT 120,SPCL FEATRS C FACE HORIZONTAL, SPACE HEATERS IN ACCORDANCE WITH BALDOR/BP,MFR:RELIANCE,MN:841XL,TAG:PBA-6205,PBA-6206,PBA-6207	203563	Rio Grande Spares	EA			1		5300	5300		
Deepwater Warehouse	Fieldwood	74179.A		DWW-YARD-C-VAN 133919.9	MTR, ELEC,MFR:EDGEN MURRAY,PN:MTR-15-18-TE-254TC-841-BPMFR: BALDOR,HP 15,RPM 1800,VOLT 120,FR 254TC,SPCL FEATRS C-FACE HORIZONTAL, SPACE HEATERS, IN ACCORDANCE WITH	203563	Rio Grande Spares	EA			1		4200	4200		
Deepwater Warehouse	Fieldwood	74189.A		MW-R17-1	BALDOR/BP, MFR:RELIANCE,MN:841XL,TAG:PBA-6441 THRU PBA-6249 VALVE, RELIEF,MFR:EDGEN MURRAY,PN:3K4JLT-JBS-E15-J/SPL,VLV SZ 3 X 4 IN,SET PRESS 245 PSIG,TAG:PSV-4070A AND PSV-4080A	203563	Rio Grande Spares	EA			0	10550	0			
Deepwater Warehouse	Fieldwood	74190.A		MW-R17-1	VALVE, RELIEF,MFR:EDGEN MURRAY,PN:204879-1MFR: SWAGELOK,TYP MAIN SAFETY,VLV SZ 6 X 8 IN,PRESS RANGE CL 150,SET PRESS 100 PSI,OPRTD PILOT,SPCL FEATRS PILOT WETTED INTERNALS DUPLEX,MFR:EDGEN	203563	Rio Grande Spares	EA			0	18297	0			
Deepwater Warehouse	Fieldwood	74191.A		MW-R17-1	MURRAY,MN:44305R68/S1_REF:443 VALVE, RELIEF,MFR:EDGEN MURRAY,PN:204879-5,VLV SZ 1 X 2 IN,CONN TYP RTJ X RF,PRESS RANGE CL 300/1500,SET PRESS 2100 PSIG,MFR:EDGEN	203563	Rio Grande Spares	EA			0	9425	0			
Deepwater Warehouse	Fieldwood	74192.A		MW-R17-1	MURRAY,MN:85316D12/S1,TAG:PSV-1210A VALVE, RELIEF,MFR:EDGEN MURRAY,PN:201822-1MFR: SWAGELOK,TYP MAIN SAFETY,VLV SZ 8 X 10 IN,PRESS RANGE CL 150,SET PRESS 250 PSIG,OPRTD PILOT,SPCL FEATRS PILOT WETTED INTERNALS DUPLEX FITTINGS, DUPLEX	203563	Rio Grande Spares	EA			0	91380	0			
Deepwater Warehouse	Fieldwood	74193.A		BW-R5-FL	TUBING,MFR:EDGEN MURRAY,MN:44305R710/SPL VALVE, RELIEF,MFR:EDGEN MURRAY,PN:204879-2,VLV SZ 6 X 8 IN,SET PRESS 50 PSIG,MFR:EDGEN MURRAY,MN:6QBIBS-E15,TAG:PSV-2020	203563	Rio Grande Spares	EA			1	25825	25825			
Deepwater Warehouse	Fieldwood	74194.A		MW-R16-2	VALVE, CONTROL,MFR:EDGEN MURRAY,PN:204824-1MFR: MASONIELAN,TYP ANGLE RECIPROCATING MODIFIED LINEAR TRIM,VLV SZ 3 IN,CONN TYP RTJ,CL 900,DSGN RTNG 21-45 PSIG,OPRTG PRESS 55 PSIG,BDY MATL STEEL	203563	Rio Grande Spares	EA			0	25840	0			
Deepwater Warehouse	Fieldwood	74195.A		MW-R16-2	VALVE, CONTROL,MFR:EDGEN MURRAY,PN:204824-3MFR: MASONIELAN,TYP ANGLE GLOBE,VLV SZ 4 IN,CONN TYP RTJ,CL 900,DSGN RTNG 3-15 PSIG,BDY MATL STEEL ASTM A216,STYL BOLTED BONNET	203563	Rio Grande Spares	EA			0	33252	0			
Deepwater Warehouse	Fieldwood	74195.A		MW-R17-2	VALVE, CONTROL,MFR:EDGEN MURRAY,PN:204824-3MFR: MASONIELAN,TYP ANGLE GLOBE,VLV SZ 4 IN,CONN TYP RTJ,CL 900,DSGN RTNG 3-15 PSIG,BDY MATL STEEL ASTM A216,STYL BOLTED BONNET	203563	Rio Grande Spares	EA			0	33252	0			
Deepwater Warehouse	Fieldwood	74256.B		BW-NEP-AREA	COOLER,MFR:ITT STANDARD,PN:SN514206048009,TYP OIL,APPLI GLYCOL HEAT EXCHANGER		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	74267.A		BW-R5-1	VALVE, BALL,PN:NA,CONN 1 SZ 3 IN,CONN 1 TYP RTJ,CL 2500,BDY MATL CS,MATL GR N/A		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	74268.A		BW-R5-1	ELBOW, PIPE,PN:NA,DEG 90,RADIUS LONG,NOM SZ 4 IN,CONN TYP BW,SCH 160,MATL CS,MATL GR A234 WPB		THUNDERHAWK	EA			2		0.01	0.02		
Deepwater Warehouse	Fieldwood	74271.B		MW-AREA 4	UNIT, TYPE: PETU-PORTABLE ELECTRIC TEST; MFR: CAMERON, PN: 223184-38; MFR DRG: SK-066184-25 CAMERON	131068	FABRICATION	EA			0	54199.13	0			
Deepwater Warehouse	Fieldwood	74288.B		BW-R3-FL	GENERATOR,MFR:SOLAR TURBINES,PN:NEP0001,TYP CART		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	74292.B		DWW-YARD	PLATFORM,MFR:GRAND ISLE SHIPYARD INC.,PN:3K20X150,TYP METAL GRATING, GALVANIZED,DIM 3 FT WIDE X 20 FT LONG, X 1-1/2 IN THICKNESS,MATL STEEL		NEPTUNE	EA			5		0.01	0.05		
Deepwater Warehouse	Fieldwood	74362.A		DWW-YARD-C-VAN 402189.0	SUB,MFR:NOV,PN:30184443-CTM57,TYP SAVER, TOX-1250, SHOULDER TO SHOULDER,4.00 IN,OD 10.00 IN,MATL CS,LG 7.35 IN,CONN TYP NC77 STRESS RELIEF PIN X CTM-57 PIN	142981	MC 782.2 DANTZLER COMPLETION	EA			2	7029.9	14059.8			
Deepwater Warehouse	Fieldwood	74397.B		MR-GENERAL	PIG, PIPE,MFR:KNAPP POLY PIG,PN:GUNFLINT SPCL,TYP ULTRASEAL LITE CRISS-CROSS,DIM 6.75 IN	139057	MC 948 GUNFLINT DEVELOPMENT	EA			1	637.5	637.5			
Deepwater Warehouse	Fieldwood	74398.B		MR-GENERAL	PIG, PIPE,MFR:KNAPP POLY PIG,PN:GUNFLINT SPCL V2,TYP ULTRASEAL LITE BR,DIM 6.75 IN	139057	MC 948 GUNFLINT DEVELOPMENT	EA			1	918.75	918.75			
Deepwater Warehouse	Fieldwood	74438.A		MW-R17-1	VALVE, RELIEF,MFR:EDGEN MURRAY,PN:204879-7,CONN SZ 1 IN 1500LB RTJ X 2 IN 300LB RF,SET PRESS 2100 PSIG,BDY MATL CS,SPEC TAG: PSV-1010,MFR:EDGEN MURRAY,MN:85316D12/S	203563	Rio Grande Spares	EA			0	9425	0			
Deepwater Warehouse	Fieldwood	74442.A		MW-R17-2	VALVE, BUTTERFLY,MFR:EDGEN MURRAY,PN:204824-6,VLV SZ 8 IN,DSGN RTNG 150,CONN TYP FULL LUG/THRU HOLE RF,OPRTD ACTUATOR/POSITIONER AIR TO OPEN, FAIL CLOSE, 100 PSIG AIR SUPPLY,TRIM ROTARY/HARD FACED SEAT, ECCENTRIC PLUG,BDY MATL STEEL	203563	Rio Grande Spares	EA			0	9460	0			
Deepwater Warehouse	Fieldwood	74486.A		MW-R17-3	VALVE, CONTROL,MFR:EDGEN MURRAY,PN:204824-8,TYP GLOBE RECIPROCATING MULTI STAGE 4 PLUG RATED CV-1,VLV SZ 1 IN,CONN TYP RTJ,CL 1500,OPRTG PRESS 38-45 PSIG BENCH SET, AIR TO OPEN, FAIL CLOSE, 50 PSIG AIR SUPPLY,BDY MATL STEEL, A216	203563	Rio Grande Spares	EA			0	20477	0			
Deepwater Warehouse	Fieldwood	74547.A		BW-R5-3	VALVE, CONTROL,MFR:MASONIELAN,PN:35-35212,TYP GLOBE ROTARY,VLV SZ 6 IN,CONN TYP RF FLANGE,CL 150,BDY MATL A216 WCC,TRIM LINEAR, RATED CV 500,OPRTN MTHD FIELDBUS INPUT, AIR TO OPEN, FAIL CLOSE,SPCL FEATRS TAG LV-10408	203563	Rio Grande Spares	EA			1	14675	14675			
Deepwater Warehouse	Fieldwood	74673.A		MR-GENERAL	ADAPTOR,MFR:GRAYLOC,PN:H90123-482,CONN 1 TYP 1502 FEMALE,LG 5.25 IN,MDIM DIA 1.61 IN,MATL AISI 4140,SPCL FEATRS 2 GR14 2 WECO, 100K,APPLI 15000 PSI MAX SERVICE	142679	MC 782 DANTZLER DEVELOPMENT	EA			1	2385	2385			
Deepwater Warehouse	Fieldwood	74674.A		MR-GENERAL	CLAMP,MFR:GRAYLOC,PN:A90148-5WB,TYP (2) PIECE,MDIM LG 5.25 IN,SPCL FEATRS THREAD: 3/4-10 UNC, W/ (4) BOLTING, STUD (ASME SA193 B7/(2) NUT (ASTM A194 2H), SPH FACE	142679	MC 782 DANTZLER DEVELOPMENT	EA			1	202	202			
Deepwater Warehouse	Fieldwood	74792.B		MR-3-B	GASKET,MFR:CAMERON,PN:2035804-08,TYP ASSEMBLY,NOM SZ 6 IN,PRESS RTNG 10000 PSI, MN-SERIES S-AX			EA			3	2907.75	8723.25			
Deepwater Warehouse	Fieldwood	74921.B		BW-AREA 2	PUMP,MFR:BORNEMANN PUMPS INC.,PN:W6-52X-37,TYP WET OIL,FLW RATE 171.6 GAL/MIN,RPM 1700		THUNDERHAWK	EA			0	0.01	0			
Deepwater Warehouse	Fieldwood	75139.C		DWW-YARD	FLYING LEAD,MFR:OCEANEERING,PN:0205858,HYDRAULIC, 7 LINE,275 FEET	127682	VK 917 1 ST2 DRILL	EA			1	20000	20000			
Deepwater Warehouse	Fieldwood	75140.C		DWW-YARD	FLYING LEAD,MFR:OCEANEERING,PN:0205859,HYDRAULIC, 11 LINE,150 FEET	127682	VK 917 1 ST2 DRILL	EA			1	20000	20000			
Deepwater Warehouse	Fieldwood	75149.A		MW-R15-3	JUNCTION PLATE, SUBSEA,MFR:OCEANEERING,PN:423604,TYP 14 WAY FIXED,SPCL FEATS PO: GUN-SS-NEI-PRO-POR-0003 / 6.11, SPEC: S-110113-001,APPL GUNFLINT SURPLUS	140528	MC 948 GUNFLINT LONG LEAD	EA			1	34780	34780			
Deepwater Warehouse	Fieldwood	75150.A		MR-GENERAL	KIT,MFR:AKER,PN:10236989,TYP ELECTROSTATIC DISCHARGE SIMULATOR,SPCL FEATRS PO: BBD-SSNEI-PRO-POR-0011, SPEC: S-317793-1, B-12639275,APPLI BIGBEND SURPLUS	203563	Rio Grande Spares	EA			0	35000	0			
Deepwater Warehouse	Fieldwood	75151.A		MR-GENERAL	CONTROL,MFR:AKER,PN:BB13-060176-18,TYP ICON TOPSIDE 1200 DUAL CHANNEL ELECTRIC,SPCL FEATRS SPEC: S-1401/B/M5201, B-12045660, PO: BBD-SSNEI-PRO-POR-0011,APPLI BIGBEND/DANZLER SURPLUS	203563	Rio Grande Spares	EA			0	3000	0			
Deepwater Warehouse	Fieldwood	75152.A		MR-GENERAL	CONTROL,MFR:SCHLUMBERGER,PN:BB15-KM1245-02,TYP ICON SEM,SPCL FEATRS PO: BBD-SSNEI-PRO-POR-0011, SPEC: S-434, B-12758927,APPLI ESUCIDHPT SUBSEA, BIGBEND/DANZLER SURPLUS	203563	Rio Grande Spares	EA			0	14000	0			



Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	75153.A		MR-4-D	GAUGE,MFR:SCHLUMBERGER,PN:10195207,TYP DOWNHOLE PRESSURE TEMPERATURE,APPLI ESJC, BIGBEND/GOM SURPLUS,SPEC PO: BBD-SSEI-PRO-POR-0011, SPEC: S-857, B-11762839	203563	Rio Grande Spares	EA			1		14000	14000		
Deepwater Warehouse	Fieldwood	75328.A		BW-AREA 1	TOOL,MFR:SOLAR TURBINES,PN:3A461/2,APPLI ENGINE LIFT		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	75328.B		BW-AREA 1	TOOL,MFR:SOLAR TURBINES,PN:3A461/2,APPLI ENGINE LIFT		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	75330.A		MW-AREA 6	KIT,MFR:SOLAR TURBINES,PN:3A461,APPLI COMPRESSOR ENGINE REMOVAL VALVE, RELIEF,MFR: ANDERSON GREENWOOD,VLV SZ 3 X 4 IN,CONN TYP RTI X RF,PRESS RANGE 300/900 lb,SET PRESS 2025 PSIG,OPRTD N/A,BDY MATL N/A,MATL GR N/A,MFR:ANDERSON GREENWOOD,MN:85314K34/SPL,MN:PSV-1010		THUNDERHAWK	EA		1		0.01	0.01			
Deepwater Warehouse	Fieldwood	75413.A		MW-R16-3	VALVE, RELIEF,MFR:ANDERSON GREENWOOD,PN:204879-10,VLV SZ 4 X 6 IN,CONN TYP RTI X RF,PRESS RANGE 300/900 lb,SET PRESS 2025 PSIG,OPRTD PILOT,BDY MATL DUPLEX SS,MATL GR 4A,MATL SPEC ASME SA995,ORFC SZ 2.853 IN,STD API,MN:PSV-1030	203563	Rio Grande Spares	EA			0		36013	0		
Deepwater Warehouse	Fieldwood	75414.A		MW-R16-3	VALVE, RELIEF,MFR:ANDERSON GREENWOOD,PN:204879-10,VLV SZ 4 X 6 IN,CONN TYP RTI X RF,PRESS RANGE 300/900 lb,SET PRESS 2025 PSIG,OPRTD PILOT,BDY MATL DUPLEX SS,MATL GR 4A,MATL SPEC ASME SA995,ORFC SZ 2.853 IN,STD API,MN:PSV-1030	203563	Rio Grande Spares	EA			0		33874	0		
Deepwater Warehouse	Fieldwood	75637.A		MW-R8-2	O RING,MFR:BAKER HUGHES,PN:HWWB130V45,INDUS STD 130,MATL FKM (95), VITON (45),APPLI C1 CRITICAL TO HSE CRITICAL BATCH,STD AS 569,REF:B201	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		22	22		
Deepwater Warehouse	Fieldwood	75638.A		MR-5-D	O RING,MFR:BAKER HUGHES,PN:HWWB214V45,INDUS STD 214,MATL FKM (95), VITON (45),APPLI C1 CRITICAL TO HSE CRITICAL BATCH,STD AS 569,REF:B201	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		15.24	15.24		
Deepwater Warehouse	Fieldwood	75639.A		MW-R8-2	PACKING, PREFORMED,MFR:BAKER HUGHES,PN:H056226200,ID 2.362 IN,OD 2.763 IN,SPCL FEATRS CRITICAL BATCH MANAGED, W/ 0.188 IN LG C1 CRITICAL TO HSE, SIZE: 2.75 IN,APPLI PACKING UNIT SUB-ASSEMBLY,BRAND:CHEVRON,BRAND:UNKNOWN,REF:BPS-F101/T90	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		74.2	74.2		
Deepwater Warehouse	Fieldwood	76004.B		MW-R16-FL	COVER,MFR:OCEANEERING,PN:0440030,TYP LONG TERM PROTECTIVE,SPCL FEATRS W/ LOOP AUX PLATE, M1 TYPE	140528	MC 948 GUNFLINT LONG LEAD	EA			0		49296	0		
Deepwater Warehouse	Fieldwood	76263.B		BW-R7-3	PUMP, SUBMERSIBLE,MFR:S&B PUMPS,PN:9504,APPLI SEA WATER LIFT,MFR:S&B PUMPS,MN:KM400-2MFR:S&B PUMPS,MN:NU911-2/75		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	76349.B		OS-GENERAL	SERVER, AUTOMATIC DATA PROCESSING,MFR:DELL,PN:7596361		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	76351.B		OS-GENERAL	SERVER, AUTOMATIC DATA PROCESSING,MFR:DELL,PN:8596361		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	76393.B		BW-NEP-AREA	PUMP ASSEMBLY,MFR:BAKER HUGHES,PN:SE5257H211,APPLI PIPELINE PUMPS,STD THRUST CHAMBER		NEPTUNE				1		0.01	0.01		
Deepwater Warehouse	Fieldwood	76396.B		OS-R2-S2	COMPUTER,MFR:SCHNEIDER ELECTRIC,PN:3715-0153110015006,TYP FLAT PANEL INDUSTRIAL,MFR:SERIES/VERSION:3700,MN:3715T		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	76398.B		OS-R2-S2	COMPUTER,MFR:SCHNEIDER ELECTRIC,PN:4715-1010310230030,TYP FLAT PANEL INDUSTRIAL,MFR:SERIES/VERSION:4700,MN:4715T		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	76539.B		DWW-YARD	TRAY, CABLE,MFR:ENDURO,PN:EHL6-18-09-20,DIM WD 18 IN X LG 20 FT,MN:ENDURO CLASS 20		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	76551.A		MW-R17-1	VALVE, RELIEF,MFR:ANDERSON GREENWOOD,PN:46305-34/S1/SPL,TYP PILOT OPERATED,VLV SZ 4 IN,SPEC 204879-9,MFR:SERIES/VERSION:463, TAG:PSV-1300 PIPE, PVC,PN:1015,NOM PIPE SZ DESGNTN 10 IN,80,LG 15 FT,SPCL FEATRS ORIGINALLY A 20 FT JOINT, BELIEVED TO BE SPEARS PVC PIPE PART NUMBER 1828	203563	Rio Grande Spares	EA			0		10063	0		
Deepwater Warehouse	Fieldwood	76741.B		DWW-YARD			NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	77341.B		MW-R15-FL	CAP,MFR:OCEANEERING,PN:0429335,TYP 26 LINE LOGIC, (27) WAY,CONN TYP FEMALE,APPLI M2 REMOVABLE PLATE EQUIPED WITH 26 X 0.5 HUNTING RS,SPCL FEATRS VP COUPLER, PRESSURE: 10000 PSI	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			1		58431	58431		
Deepwater Warehouse	Fieldwood	77342.B		MW-R15-FL	CAP,MFR:OCEANEERING,PN:0429336,TYP 22 LINE LOGIC, (27) WAY,CONN TYP FEMALE,APPLI M2 REMOVABLE PLATE EQUIPED WITH 22 X 0.5 HUNTING RS,SPCL FEATRS VP COUPLER, PRESSURE: 10000 PSI	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			1		58431	58431		
Deepwater Warehouse	Fieldwood	77415.B		BW-AREA 2	PUMP,MFR:DURCO,PN:2K3X1.5-13RV,TYP CENTRIFUGAL,INLT SZ 3 IN,OUTLT SZ 1.5 IN,APPLI HP FLARE SCRUBBER,MFR:SERIES/VERSION:MK 3 STD		THUNDERHAWK	EA			0		0.01	0		
Deepwater Warehouse	Fieldwood	77616.B		MR-GENERAL	STUD ASSEMBLY,MFR:FASTENAL,PN:15826.75,DIA 1-5/8 IN,THD NC,LG 26-3/4 IN,STUD MATL CS,MATL GR A193,CL B7,NUT QTY 2,NUT TYP HEX HEAD,NUT GR 2H,NUT MATL CS,APPLI FOR BLEED RING ON FASTNAL 6040 PUMP		THUNDERHAWK	EA			8		0.01	0.08		
Deepwater Warehouse	Fieldwood	77898.A		MW-R8-2	ASSEMBLY,MFR:OCEANEERING,PN:990541313,TYP ANODE CLAMP,SPCL FEATRS W/ 3/8 IN DIA X 6 FT WIRE ROPE,OCEANEERING,REF:DWG. NO. 990541276	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			1		4500	4500		
Deepwater Warehouse	Fieldwood	77955.A		MW-AREA 4	PLATE, ASSEMBLY,MFR:AKER,PN:10055501,TYP OB, TEST / FLUSH 4-WAY CROSSHEAD,MFR:CAMERON,PN:620-021-001,TYP GUIDE, WS,APPLI WH 64 COMPRESSOR	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			1		36612	36612		
Deepwater Warehouse	Fieldwood	78188.B		DWW-YARD			NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	78194.C		MW-R18-2	ASSEMBLY,MFR:SOLAR TURBINES,PN:219477-103,TYP OUTER EXHAUST CONE PUMP ASSEMBLY,MFR: BORNEMANN PUMPS INC. MFR: RELIANCE,TYP N/A,SZ N/A,SPEC W/ MOTOR (50 HP, 1800 RPM, 841XL, TEFC, 3/60/460, 3269T),MN:WE:SZK-37 EXECUTION 16,TAG:PBA-6065, PBA-6060		THUNDERHAWK	EA		1		0.01	0.01			
Deepwater Warehouse	Fieldwood	78227.A		MW-AREA 3	PUMP ASSEMBLY,MFR:PEERLESS,PN:10LB-2,TYP 2 STAGE, SPEC BALLAST, MATERIAL: CAST BRONZE, 1ST STAGE 7.4 IN, 2ND STAGE	203563	Rio Grande Spares	EA			1		64575	64575		
Deepwater Warehouse	Fieldwood	78304.B		BW-AREA 1	SKID,MFR:DOLPHIN SERVICES LLC,PN:J12483,SPCL FEATRS TABLE,APPLI GENERATOR CHANGE OUTE		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	78305.B		DWW-YARD	TOOL KIT,MFR:SOLAR TURBINES,PN:FT20060-100,TYP LIFT,APPLI FOR GEARBOX C40-T60		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	78391.B		MW-R18-1			THUNDERHAWK	EA			0		0.01	0		
Deepwater Warehouse	Fieldwood	78486.B		DWW-YARD	PIPE,NOM SZ 4 IN,OD 4.5 IN, SCH 80, WALL THK 0.337 IN, WT 14.98 lb/ft,MATL CS,MATL GR ASTM A106,GR B,PROCESS SEAMLESS,END CONN PEB,LG SRL		NEPTUNE	FT			38		0.01	0.38		
Deepwater Warehouse	Fieldwood	78487.B		DWW-YARD	PIPE,NOM SZ 3 IN,OD 3.5 IN, SCH 80, WALL THK 0.300 IN, WT 10.25 lb/ft,MATL CS,MATL GR ASTM A106,GR B,PROCESS SEAMLESS,END CONN PEB,LG SRL		NEPTUNE	FT			22		0.01	0.22		
Deepwater Warehouse	Fieldwood	78510.B		MW-R16-3	ASSEMBLY,MFR:AKER,PN:10217716,COMPRISING (12 WAY), (12 LINE) FIXED JUNCTION PLATE, INBOARD TEST AND FLUSHING	141585	MC 698 BIG BEND LONG LEADS	EA			1		14969.81	14969.81		
Deepwater Warehouse	Fieldwood	78522.B		DWW-YARD	ANGLE, STRUCTURAL,WD 3 X 3 IN,MATL THCK 1/4 IN,WT 4.9 LB.FT,LG 20 FT,MATL MS ASTM A36,PROCESS HOT ROLLED,SURF TRTMT HOT DIPPED GALVANIZED		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	79835.A		BW-NEP-AREA	PUMP,MFR:PUMP WORKS,MN:PWA		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	80019.B		BW-R2-FL	PUMP,MFR:MILTON ROY,PN:PN96(115)R40H131/BI,CS.VV2,TYP METHANOL,FLW RATE 129 GAL/HR,OPRTG PRESS 1900 PSI		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	80022.B		BW-AREA 2	PUMP,MFR:MILTON ROY,PN:PP146(175)S(A)32H238DX/BI,CS.VV2,TYP METHANOL,FLW RATE 128 GAL/HR,OPRTG PRESS 3451 PSI		THUNDERHAWK	EA			1		0.01	0.01		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	80026.B		BW-R3-FL	MTR, ELEC,MFR:RELIANCE,PN:7407345-001,TYP P,HP 30,RPM 1765,VOLT 460,FR 286TC,HZ 60,AMP 36.1		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	81034.A		BW-AREA 1	DUCT,MFR:SOLAR TURBINES,PN:1091389-101,TYP EXPANSION KIT,DIM 36 INCH		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	81057.A		BW-NEP-AREA	BATTERY:MFR:GNB,PN:3-100G31,TYP VRLA STACKABLE,VOLT 6,CURRENT CPCTY 1900 NOM AH CAP (100HR),DIM 8.59 IN W X 40.25 IN LG X 26.38 IN H,APPLI PHOTOVOLTAIC,BRAND:ABSOLYTE GP,MFR:GNB,MN:M8701210013014AALV		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	82828.A			CLAMP:TYP TUBING PROTECTOR,SZ 6.675 IN,DIM LG 25.25 IN,OD 9.11 IN,MATL LOW C5,MATL SPEC ASTM A1011,SPCL FEATRS W/ DUAL CHANNELS AND BEVELED ENDS,APPLI OVER THE COUPLING, (1) LEFT CHANNEL (OD: 1.525 IN), (1) LEFT TO RIGHT UMBILICAL CHANNEL	206595	GUNFLINT #4 STIMULATION				160		149.7	23952		
Deepwater Warehouse	Fieldwood			N/A	1-Blue Conex Box with Subsea Parts and Accessories-BENNU, ID 000686-3A						1		0	0		
Deepwater Warehouse	Fieldwood	07248.A		MW-10-2	GASKET, RING JOINT,CODE:VX-2,MATL:SS,MATL GR:316,CL:15000PSI,APPLI:WELLHEAD (SIZE: 18-3/4IN),MFR:VETCO GRAY,PN:111053-1,EQ MODEL:MS-700	AFE FW193004	TROIKA				2		0	0		
Deepwater Warehouse	Fieldwood	57731.A		MW-10-2	GASKET,MFR:VETCO GRAY,PN:H10993-2,TYP VGX-2,PRESS RTNG 15000 PSI,DIM 18.75	AFE FW193007	TROIKA				3		4683	14049		
Deepwater Warehouse	Fieldwood	56483.A		N/A	Seal: MFR: FMC Technologies, PN:73-694-037, MATL Metal						0		6322.07	0		
Deepwater Warehouse	Fieldwood	56480.A		N/A	Seal, MFR: FMC Technologies, PN: P1000062046, MATL Metal						0		14454.29	0		
Deepwater Warehouse	Fieldwood	50706.A		MW - AREA 3	ASSEMBLY, TYP: TUBING HANGER, SZ: 5 1/2 IN, 29.70 VAM TOP, CL: HH MATL GR: ASTMA182-F6NM,COMPRISING:(1) DHPT, (3) CID, (3) DLP, (2) SV,SPCL FEATRS: 15,000 PSI W/O CROWN PLUGS, MFR: FMC TECHNOLOGIES; PN-P1000041325) CAP,TREE:TYP:ROV MATL:UHMW (E50114),MATL GR: HH TRIM, PRESS RTNG:15,000 PSI,APPLI:INCL; 3RD TEST BARRIER TO ANNULUS VIA HOT STAB, ANTI-BACKOFF TO LOCK MANDREL OF THE TUBING HANGER, SPEC:35-250 DEG F TEMP RNG, MFR: FMC TECHNOLOGIES, PN: P181226	AFE FW205014	GUNFLINT			1		573670	573670			
Deepwater Warehouse	Fieldwood	50705.A		DWW-YARD-C-VAN CPIU 03011222G1	Spare FMC Crown Plug Redress Kit						1		201405	201405		
Deepwater Warehouse	Fieldwood			N/A	Crown Plug						0		0	0		
Deepwater Warehouse	Fieldwood			N/A	Assembly, TYP: Upper & Lower Crown Plugs, SZ:41 IN, MATL:HH TRIM, MATL GR: 9CR Alloy 718,SPCL FEATRS:15k PSI, APPLI: F/Tubing HANGER, SPEC: SBMS, MFR: FMC TECHNOLOGIES, PN: P180150						0		0	0		
Deepwater Warehouse	Fieldwood	50704.A		DWW-YARD-C-VAN CPIU 03011222G1	RECEPTACLE, MALE, FIXED, 2.000 IN 1/16IN, API 6A FLANGE, MODEL: UH-575-550, UNITECH, PN: 32391						1		146027	146027		
Deepwater Warehouse	Fieldwood	46459.A		MW-R11-3	CONNECTOR, MALE, TEST, W/9/16 AEMP, MODEL: UH-575-550, UNITECH, PN: 32623						1		82317.5	82317.5		
Deepwater Warehouse	Fieldwood	46462.A		MW-R15-1	CONNECTOR, FEMALE, FITTED W/A GRAYLOC HUB & BRACING, MODEL: UH-575-550, UNITECH, PN: 32392						2		73957.5	147915		
Deepwater Warehouse	Fieldwood	46460.A		MW-R12-3							2		132263.75	264527.5		
Deepwater Warehouse	Fieldwood	46466.A		MW-R12-3	CAP, PROTECTION, FOR FEMALE CONNECTOR UH-575/550, UNITECH, PN: 27387						2		8692.5	17385		
Deepwater Warehouse	Fieldwood	52339.A		BW-AREA 3	Pup Joint, Tubing: MFR: Vallourec, PN: 4" Pup Joint, NOM SZ 5 1/2" Inc, WT 29.70, MATL GR JFE HP-2 13 CRM-115, CONN TYP VAM HC, TOP CONN TYP PIN, Bot CONN TYP PIN, LG 4FT	AFE FW205014	GUNFLINT				1		2289.9	2289.9		
Deepwater Warehouse	Fieldwood	50737.A		BW-AREA 3	Pup Joint, Casing: TYP: JFE, NOM SZ 5 1/2, WT 29.70, MATL: ALLOY, MATL GR: 13 CR 115, Process: VAM Top HC Coupling, TOP CONN TYP: Box, Bot CONN TYP PIN, LF:4 FT, SPCL FEATRS: HP-2	AFE FW205014	GUNFLINT				1		3747.845	3747.845		
Deepwater Warehouse	Fieldwood	84412.A		MR-4-E	FITTING: MFR: PETRO TECHNOLOGIES, PN: 150M871 REV C,TYP SUBSEA, RUN SZ 9/16 IN MTM X 1/2 IN POTH	206595	GUNFLINT #4 STIMULATION				6		5314.68	31888.08		
Deepwater Warehouse	Fieldwood	27496.A		DWW-YARD	CONTROL LINE, HYDRAULIC, SINGLE, 0.500 IN X 0.065 WT, INCOLOY 825 MATERIAL, WELDED, ENCAPULATED, TRANSAQUA FILLED, METAL DRUM, NOBLE QCP, SCHLUMBERGER, PN: 401000000000-4, MSC	206595	GUNFLINT #4 STIMULATION				7000		12.568795	87981.565		
Deepwater Warehouse	Fieldwood	62304.A		DWW-YARD	TUBE, MFR: BAKER HUGHES, PN: H30796-13, TYP DUAL CHEMICAL INJECTION LINE FLAT PACK, OD 1/2 IN, MATL ALLOY, MATL GR 825	206595	GUNFLINT #4 STIMULATION				7000		15.29	107030		
Deepwater Warehouse	Fieldwood			DWW-YARD	4-Chikan 3" 6000 Pup Joint (Male x Female):1-Chikan 6000 Tee Joints (Male x Male x Female) 1-Chikan 3" 6000 Tee Joint (Female xFemale x Male) 0-3" 150 Check Valve with Chikan 3" 6000 Male x Female								0	0		
Deepwater Warehouse	Fieldwood			DWW-YARD	1-4" 150 Check Valve with Chikan 4" 6000 Male x Female: 1-6" 150 Blind Flange: 1-6" 150 Blind Flange with 1/2 NPT Inlet; 20-Chikan Pipe Joints (various sizes): 7-4" x 20" (4700) UHMWVP Chemical Hoses: 4-4"90's: 1-4" Camel: 1-3" Camel: 12-2" Wire Rope Slings: 1-BOX (Loose NUTS, BOLTS & GASKETS)								0	0		
Deepwater Warehouse	Fieldwood			DWW-YARD	Spool Tubing						1		0	0		
Deepwater Warehouse	Fieldwood			BW-R5-2	Spool Wire						2		0	0		
Deepwater Warehouse	Fieldwood			BW-R4-1	Pallet-Rack On Pallet (Must Be Stored In Upright Position)						1		0	0		
Deepwater Warehouse	Fieldwood			MW-AREA 3	Tubing Hanger Emergency Recovery Tool ASSY: SN 111432828-01						1		0	0		
Deepwater Warehouse	Fieldwood			MW-AREA 6												
Deepwater Warehouse	Fieldwood			N/A	Tubing Hanger, STM-15, 4 1/16" x 2-1/16" NOM 10000PSI WP Special w/5 1/2 17# Reg Fox K Thd; w/2X SCSSV, 2X CI, 1X TH Controlled Landing, 1X Test Between Seals, 1XEXAL Elec Pen, PSI, 3, Matl CLS YF 35-250 Deg F/ SN: 11457446-1						0		0	0		
Deepwater Warehouse	Fieldwood			MW-R8-FL	TUBING HANGERS, P/N 2124128-01						2		0	0		
Deepwater Warehouse	Fieldwood			MW-R7-FL	TUBING HANGER HANDLING TEST TOOLS, P/N 2124135-01						1		0	0		
Deepwater Warehouse	Fieldwood			MW-R8-1	TUBING HANGER HANDLING TEST TOOLS, P/N 2124135-01						1		0	0		
Deepwater Warehouse	Fieldwood			DWW-YARD	TUBING HANGER RUNNING TOOL, P/N 2124129-01						1		0	0		
Deepwater Warehouse	Fieldwood			DWW-YARD	INTERVENTION CAP, P/N 2124118-01						1		0	0		
Deepwater Warehouse	Fieldwood			MW-R7-FL	DUMMY HANGER, P/N 2124139-01, S/N 11186901-01						1		0	0		
Deepwater Warehouse	Fieldwood			DWW-YARD	Lead Impression Tool, P/N 2124133-01						1		0	0		
Deepwater Warehouse	Fieldwood			DWW-YARD	TRT Test Cap, P/N 2124620-01						0		0	0		
Deepwater Warehouse	Fieldwood			DWW-YARD	TRT Test Cap Test Skid, P/N 2124121-01						0		0	0		
Deepwater Warehouse	Fieldwood			DWW-YARD	Tool Skid 8 x 8 x 7, P/N 2124137-01						2		0	0		
Deepwater Warehouse	Fieldwood			DWW-YARD	1-Box OD Spares 4 x 4 x 4						1		0	0		
Deepwater Warehouse	Fieldwood			MW-AREA 6	Tree Cap Running Tool ASSY: P/N 2099720-02, SN: 26-1567						1		0	0		
Deepwater Warehouse	Fieldwood			BW-R9-1	BORE PROTECTOR, P/N 2141626-10, S/N 111207432-01						1		0	0		
Deepwater Warehouse	Fieldwood			MR-GENERAL	Orings THRT Control Line Stabs-P/N KB1632-216; MFR. OneSubsea						23		0	0		
Deepwater Warehouse	Fieldwood			MR-GENERAL	Back Up Ring for THRT Control Line Stabs-P/N NO 3008-216, MFR. OneSubsea						21		0	0		
Deepwater Warehouse	Fieldwood			MR-GENERAL	Seal 1 3/8" OD-P/N 142895-55-01-03, MFR. OneSubsea						14		0	0		
Deepwater Warehouse	Fieldwood			MR-GENERAL	Seal 5 1/2" OD-P/N 20-120919195-1, MFR. OneSubsea						2		0	0		
Deepwater Warehouse	Fieldwood			MR-GENERAL	O-ring-P/N 702645-45-31, MFR. OneSubsea						6		0	0		
Deepwater Warehouse	Fieldwood			MR-GENERAL	Backup Ring-2 1/4" OD-P/N NO 3008-230, MFR. OneSubsea						8		0	0		
Deepwater Warehouse	Fieldwood			MR-GENERAL	Backup Ring-4 7/8" OD-P/N NO 3008-249, MFR. OneSubsea						8		0	0		
Deepwater Warehouse	Fieldwood			MR-GENERAL	Couplers for Gunflint 15K Manifold-P/N 0437828, MFR. Oceaneering						2		0	0		
Deepwater Warehouse	Fieldwood			N/A	4-J Lock Tools						0		1,000.00 each	0		
Deepwater Warehouse	Fieldwood			DWW-YARD	TROIKA Guide Funnel Componets; P/N 2330216-01; S/N 0335-01						1		0	0		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value	
Deepwater Warehouse	Fieldwood			DWW-YARD	TROIKA DUMMY POD; P/N 60031311; S/N 9523237807360						1		0	0			
Deepwater Warehouse	Fieldwood			DWW-YARD	TROIKA Tubing Hanger; P/N 2156145-01; S/N 11324065-01						1		0	0			
Deepwater Warehouse	Fieldwood			DWW-YARD	TROIKA Tooling; P/N 2124159-01 X2; S/N 45284821-1/S/N 45284821-4						1		0	0			
Deepwater Warehouse	Fieldwood			DWW-YARD	TROIKA Tooling Red Paint on Components w/NCR Stamps:TROIKA Spool Piece; P/N 2124584-01-B01; S/N 45605849-1-1;						1		0	0			
Deepwater Warehouse	Fieldwood			N/A	G2 Tubing Hanger W/Upper and Lower SSR Plugs; P/N 2055294-12; S/N 110357224-01						0		0	0			
Deepwater Warehouse	Fieldwood			DWW-YARD	Tubing Hanger Running Tool; Tubing Hanger Running Tool Handling Test Tool, Tubing Hanger; THRT-Cameron Rental 26-M-0128, P/N 21456145-01						1		0	0			
Deepwater Warehouse	Fieldwood			DWW-YARD	TROIKA Adapter; P/N 100072958;S/N SST-33827						1		0	0			
Deepwater Warehouse	Fieldwood			DWW-YARD	TROIKA Seal ASSY's-Three (3) Pallets:MacPac Clamps; P/N 2099099-3 X2; S/N 11196376-1						1		0	0			
Deepwater Warehouse	Fieldwood			DWW-YARD	TROIKA Clamp; Shell ID# 24464:TROIKA Tooling; P/N 1000061862;S/N 5124-00-1: Slings; P/N 1000022786; S/N 366059-1-1: Seal Assy P/N 169220;S/N 2012-10-0589N						1		0	0			
Deepwater Warehouse	Fieldwood			DWW-YARD	DMC Tooling P/N; P147721; S/N 2082810-01						1		0	0			
Deepwater Warehouse	Fieldwood			DWW-YARD	Seal Assy P/N 143264; S/N 2013-05-1451H						1		0	0			
Deepwater Warehouse	Fieldwood			DWW-YARD	TROIKA Tooling P/N 1000052576 x4: TROIKA Tooling P/N 1000052576 x4						1		0	0			
Deepwater Warehouse	Fieldwood			DWW-YARD	HGR P/N 1000061862; S/N 2013-11-943H						1		0	0			
Deepwater Warehouse	Fieldwood			DWW-YARD	SEAL P/N 1000090225; S/N 82164-3						1		0	0			
Deepwater Warehouse	Fieldwood			DWW-YARD	SEAL P/N 1000086840; S/N 2008-02-1056H						1		0	0			
Deepwater Warehouse	Fieldwood			DWW-YARD	SEAL P/N 168737; S/N 84190-1						1		0	0			
Deepwater Warehouse	Fieldwood			N/A	TROIKA Oil Cooler-Asset # HI 573-A G1: 1-18.75 Gasket (To be Crated for Shipping) P/N 041700-47-01:1-Sea Chest P/N 104120-0000								0	0			
Deepwater Warehouse	Fieldwood			DWW-YARD	1- Test Stand P/N 0428793									0	0		
Deepwater Warehouse	Fieldwood			MW-R6-3	1/4" National Coupler Welded Assembly P/N 743-28933		TROIKA				6		0	0			
Deepwater Warehouse	Fieldwood			MW-R6-3	1/4" National Coupler Welded Assembly P/N 743-28934		TROIKA				3		0	0			
Deepwater Warehouse	Fieldwood			MW-R6-3	1/4" National Coupler Welded Assembly P/N 743-28799		TROIKA				3		0	0			
Deepwater Warehouse	Fieldwood			MW-R6-3	1/4" National Coupler Welded Assembly P/N 743-28800		TROIKA				2		0	0			
Deepwater Warehouse	Fieldwood			MW-R6-3	1/4" National Coupler Welded Assembly P/N 743-28801		TROIKA				1		0	0			
Deepwater Warehouse	Fieldwood			MW-R6-3	1/4" National Coupler Welded Assembly P/N 743-28925		TROIKA				2		0	0			
Deepwater Warehouse	Fieldwood			MW-R7-2	Semi Subsea Elec Module P/N BAA-43101		TROIKA				1		0	0			
Deepwater Warehouse	Fieldwood			MW-R7-1	0.16 L Diaphragm Accumulator P/N 436-29107		TROIKA				1		0	0			
Deepwater Warehouse	Fieldwood			MW-R7-1	Suttle Valve Assembly P/N 742-21493		TROIKA				1		0	0			
Deepwater Warehouse	Fieldwood			MW-R7-1	Pilot Filter Assembly P/N 115-28944		TROIKA				1		0	0			
Deepwater Warehouse	Fieldwood			MW-R7-1	Filter Assembly (High Pressure) P/N 125-28880		TROIKA				1		0	0			
Deepwater Warehouse	Fieldwood			MW-R7-1	Filter Assembly (Low Pressure) P/N 125-28882		TROIKA				1		0	0			
Deepwater Warehouse	Fieldwood			MW-R7-1	Anchorage Block P/N 402-28627		TROIKA				1		0	0			
Deepwater Warehouse	Fieldwood			MW-R7-1	10 L Accumulator P/N 436-28711		TROIKA				1		0	0			
Deepwater Warehouse	Fieldwood			MW-R7-1	2.5L Accumulator P/N 436-29710		TROIKA				1		0	0			
Deepwater Warehouse	Fieldwood			N/A	Master Control Station (MCS) 0-200MZ Pentium Motherboard P/N 720-30154; 0-SCSI Card 1540 P/N 720-30155; 0-PLC Little Star P/N 905-28845		TROIKA						0	0			
Deepwater Warehouse	Fieldwood			MW-R7-3	ACC, BLD, 3KPSI, 11 Gallon P/N 822787		TROIKA				1		0	0			
Deepwater Warehouse	Fieldwood			BW-AREA 1	SCM (POD) P/N BAA-43000		TROIKA				2		0	0			
Deepwater Warehouse	Fieldwood			DWW-YARD	SCM Running Tool P/N BAA-72000		TROIKA				1		0	0			
Deepwater Warehouse	Fieldwood			DWW-YARD	SCM Running Tool Shipping Frame P/N BAA-71100		TROIKA				1		0	0			
Deepwater Warehouse	Fieldwood			DWW-YARD	SCM Shipping Frame P/N BAA-71000		TROIKA				1		0	0			
Deepwater Warehouse	Fieldwood			MW-R7-1	SCM Handling Tool P/N 782-21860		TROIKA				1		0	0			
Deepwater Warehouse	Fieldwood			MW-R6-2	Choke Blanking Cap (SN-C2) P/N A109941-65		TROIKA				1		0	0			
Deepwater Warehouse	Fieldwood			MW-R7-2	Choke Insert P/N MV0151V2P2		TROIKA				1		0	0			
Deepwater Warehouse	Fieldwood			MW-R7-1	3 Way 2 Position Piloted Operated Directional Control Valve P/N 834337		TROIKA				1		0	0			
Deepwater Warehouse	Fieldwood			MW-R7-1	8-Way EFL 230 FT P/N BAA-41000		TROIKA				1		0	0			
Deepwater Warehouse	Fieldwood			BW-R8-2	Handling Sub P/N 2123000-01; S/N 2657807220/ 952-3045685-9C						1		0	0			
Deepwater Warehouse	Fieldwood			N/A	1-Washing Machine "New" No Asset # for Neptune Spar VK 826-A									0	0		
Deepwater Warehouse	Fieldwood			N/A	5-VX-2 Gasket 18.750 Stainless Steel. 15 KSI MWP; Item # 111053-1/HTS Code 8484.10.0000: 05/15/19 3-Shipped to One Subsea Morgan City, LA to Chuck Williams for FW 193004								0	0			
Deepwater Warehouse	Fieldwood			N/A	5-Molded Nitrile VX Gasket, Stainless Steel, 18.750-10000 PSI MSP; Item # 111227-1/HTS Code 8484.10.0000: 05/15/19 3-Shipped to One Subsea Morgan City, LA to Chuck Williams for FW 193004								0	0			
Deepwater Warehouse	Fieldwood	82830.A		MR-R10-2	Skoflo CMIV 100278-L200-L201-R-ODI-00-H dual core LF/LF MOD Bus -ODI-ROV S/N 4231 10,000 PSIG		TA-3				0		0	0			
Deepwater Warehouse	Fieldwood	82831.A		MW-R10-1	Skoflo CMIV 100278-L200-L201-R-ODI-00-H dual core LF/LF MOD Bus -ODI-ROV S/N 4232 10,000 PSIG		TA-2				0		0	0			
Deepwater Warehouse	Fieldwood			DWW YARD - SE CORNER	Tree cap Test Stand : 13x11x5 Wt. 5,000 Lbs.						1		0	0			
Deepwater Warehouse	Fieldwood			DWW YARD - SE CORNER	Tree Debris Cap: 2x2x1 Wt 200 Lbs						1		0	0			
Deepwater Warehouse	Fieldwood			DWW YARD - SE CORNER	Tree Shipping Skid: 16x11x16 Wt 6,000 Lbs						1		0	0			
Deepwater Warehouse	Fieldwood			DWW YARD - SE CORNER	Tree Shipping Skid: 16x11x16 Wt. 6,000 Lbs						1		0	0			
Deepwater Warehouse	Fieldwood			DWW YARD - SE CORNER	Tree Test Skid: 14x10x3 Wt. 10,000 lbs						1		0	0			
Deepwater Warehouse	Fieldwood			DWW YARD - SE CORNER	Tree Running tool test Skid: 10x10x3: Wt 7,000 Lbs						1		0	0			
Deepwater Warehouse	Fieldwood			DWW YARD - SE CORNER	MacPac Jumper Structure: 11x9x7 6,000 Lbs						1		0	0			
Deepwater Warehouse	Fieldwood			DWW YARD - SE CORNER	MacPac Jumper Structure: 11x9x7 6,000 Lbs						1		0	0			
Deepwater Warehouse	Fieldwood			DWW YARD - SE CORNER	MacPac Hub on Spool: 6x2x2 Wt. 1,000 Lbs						1		0	0			
Deepwater Warehouse	Fieldwood			DWW YARD - SE CORNER	MacPac Spool with Clamp: 4x2x2 Wt 2,000 lbs						1		0	0			
Deepwater Warehouse	Fieldwood			DWW YARD - SE CORNER	Tree Cap Running tool with Guide funnel: 13x3x4 Wt 1500 Lbs						1		0	0			
Deepwater Warehouse	Fieldwood			DWW YARD - SE CORNER	Tree Cap Top Plate: 4x4x1 Wt 1,000 lbs						1		0	0			
Deepwater Warehouse	Fieldwood			DWW YARD - SE CORNER	Tree Cap Skirt: 4x4x4 Wt 2,000 lbs						1		0	0			
Deepwater Warehouse	Fieldwood			DWW YARD - SE CORNER	Tree Cap: 4x4x5 Wt 5,000 lbs						1		0	0			
Deepwater Warehouse	Fieldwood			DWW YARD - SE CORNER	Intervention Tree Cap: 4x4x7 Wt 5,500lbs						1		0	0			
Deepwater Warehouse	Fieldwood			DWW YARD - SE CORNER	Tubing Hanger Stand: 2x2x1 200Lbs						1		0	0			
Deepwater Warehouse	Fieldwood			DWW YARD - SE CORNER	Emergency Tree connector unlocking tool: 19x9x9 Wt. 12,000 lbs						1		0	0			
Deepwater Warehouse	Fieldwood	82832.A		OS-R2-S3	P1003922						10		0	0			
Deepwater Warehouse	Fieldwood	82833.A		OS-R2-S3	P1003924						10		0	0			
Deepwater Warehouse	Fieldwood	82834.A		OS-R2-S3	P114340						6		0	0			
Deepwater Warehouse	Fieldwood	82835.A		OS-R2-S3	Trendsetter Eng. P/N 6400-04-10-55						1		0	0			
Deepwater Warehouse	Fieldwood	82836.A		OS-R2-S3	Lonestar P1004141						4		0	0			
Deepwater Warehouse	Fieldwood	82837.A		OS-R2-S3	Lonestar P1005846						6		0	0			
Deepwater Warehouse	Fieldwood	82838.A		OS-R2-S3	Cameron S-Ax Gasket, P/N 2165231-06						1		0	0			
Deepwater Warehouse	Fieldwood	82839.A		OS-R2-S3	O-RING, SIZE AS 568-360, 5.850 ID X .210 W 85D. MFR: ONESUBSEA, PN: 702647-36-01						2		0	0			
Deepwater Warehouse	Fieldwood	82839.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE AS 568-360, 5.850 ID X .210 W 85D. MFR: ONESUBSEA, PN: 702647-36-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1		0	0			

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	82841.A		OS-R2-53	Parker P/N N0300 8-360						3		0	0		
Deepwater Warehouse	Fieldwood	82842.A		OS-R2-53	Trendsetter Eng. P1005715						1		0	0		
Deepwater Warehouse	Fieldwood	82843.A		OS-R2-53	Grayloc Seal Ring P/N 51284N						8		0	0		
Deepwater Warehouse	Fieldwood	82844.A		OS-R2-53	VANCO, 5-AX GASKET P/N 2274164-04						2		0	0		
Deepwater Warehouse	Fieldwood	82845.A		OS-R2-53	Sealco P/N P1014341						6		0	0		
Deepwater Warehouse	Fieldwood	82846.A		OS-R2-53	Sealco P/N P1014342						8		0	0		
Deepwater Warehouse	Fieldwood	82847.A		OS-R2-53	Sealco P/N P1014463						16		0	0		
Deepwater Warehouse	Fieldwood	82848.A		OS-R2-53	Sealco P/N P1014464						14		0	0		
Deepwater Warehouse	Fieldwood	82849.A		OS-R2-53	Trendsetter Eng. P/N TEI-08030411-00						1		0	0		
Deepwater Warehouse	Fieldwood	82850.A		OS-R2-53	Oceaneering P/N 3300470-H						1		0	0		
Deepwater Warehouse	Fieldwood	82851.A		OS-R2-53	Oceaneering P/N A05320-M						1		0	0		
Deepwater Warehouse	Fieldwood	82852.A		OS-R2-52	Downhole instrumentation Wet-Mate receptacle connector fitted with single way pin insert, P/N - BNK-EB0288B1000021, DHCE-828-BB-01P-000-121	AFE FW181011					1		12075.69	12075.69		
Deepwater Warehouse	Fieldwood	82853.A		MW-R12-1	100' EFL 6 way ODI ROV CE plug with 4-way ODI ROV CE receptacle with sockets P/N 00-71352 S/N 2019-1342-3-1	AFE FW193004	TROIKA				0		0	0		
Deepwater Warehouse	Fieldwood	82854.A		MW-AREA 2	WELLHEAD CLEANING TOOL P/N 990071718	AFE FW192008					1		0	0		
Deepwater Warehouse	Fieldwood	82855.A		DWW-YARD	Troka Tree Cap P/N 2124118-01	AFE FW192009					1		0	0		
Deepwater Warehouse	Fieldwood	82856.A		OS-R2-52	Downhole instrumentation dry-mate plug connector with single way socket insert (crimp termination) to suit 18/16AWG downhole cable. P/N - BNK-EA051BQ1000121, DHCE-AS1-BQ-015-001-121	AFE FW181011					2		8960.35	17920.7		
Deepwater Warehouse	Fieldwood	82857.A		OS-R2-52	Miniature dry mate downhole receptacle, P/N - BNK-TCGA-512-HN, TCGA-512-HN ASSY, TREE HANDLING TOOL & ROV T-HANDLE, MFR. P/N - 2301786-02, S/N - 11190781-01	AFE FW181011					1		8912.06	8912.06		
Deepwater Warehouse	Fieldwood	82858.B		BW-AREA 3	TREE REMOVAL TOOL, P/N 2124131-01, S/N 111432828-0						1		0	0		
Deepwater Warehouse	Fieldwood	82859.B		MW-AREA-6	DUCT DIFFUSER EXHAUST; MFR. SOLAR TURBINE, PN: 115808-304						1		0	0		
Deepwater Warehouse	Fieldwood	82860.A		MW-R13-1/MW-AREA 4	DC LUBE OIL PUMP, VORE-VENT 3500 RPM, MFR. BUFFALO PUMPS, PN: 190971-100,		BULLWINKLE				2		0	0		
Deepwater Warehouse	Fieldwood	82861.A		MW-R13-1	DC LUBE OIL MOTOR; 120V, 3500 RPM, SP HTR 30W, MFR. GE KINAMATIC DC MOTOR, TYPE CD2110APY, MODEL 58Y554ZD800A805		BULLWINKLE				1		0	0		
Deepwater Warehouse	Fieldwood	82862.A		MW-R13-1	7 WAY MALE TEST CONNECTORS	AFE FW193007					1		0	0		
Deepwater Warehouse	Fieldwood	82864.A		MR-3-F	UNIV ROV CE PROTECTIVE CAP P/N 0374955		TROIKA				4		0	0		
Deepwater Warehouse	Fieldwood	82865.A		OS-R1-S1	7 way ROV retrievable shorting plug P/N 0343821		TROIKA				26		0	0		
Deepwater Warehouse	Fieldwood	82866.A		OS-R1-S1	7 way electrical test plug P/N 0428788		TROIKA				4		0	0		
Deepwater Warehouse	Fieldwood	82867.A		OS-R1-S1	Polyeth tubing spool P/N 0467370		TROIKA				0		0	0		
Deepwater Warehouse	Fieldwood	82868.A		BW-NEP-AREA	PUMP, 6X8X11 MPV 3 STAGE LACT CHARGE PUMP, MFR. AFTON		NEPTUNE				2		0	0		
Deepwater Warehouse	Fieldwood	82869.A		BW-NEP-AREA	RADIATOR; MFR. CATAPILLAR, P/N - 8N-4880						1		0	0		
Deepwater Warehouse	Fieldwood	82870.A		MW-AREA 1	LEAD, ELECTRICAL;MFR: AKER,P/N:10048739,TYP FLYING LEAD (EFL),TERM TYP 6 WAY PLUG X 4 WAY RECEPT,LEAD OVRL LG 26'						0		0	0		
Deepwater Warehouse	Fieldwood	82871.A		BW-AREA-3	HANGOFF (20) STUDS AND (40) NUTS P/N WS-POS1191 STUD 1.875 BUN X 350MM BL						1		0	0		
Deepwater Warehouse	Fieldwood	82872.A		BW-AREA-3	(48) STUDS 1.125 BUN X 11 BL P/N WS-POS1907 / (96) HEX NUTS 1.125 BUN BL P/N WS-P24968 / (4) SBX169 SEAL RING INCG25 P/N WS-P10070 / (4) VENT VALVES 0.250 - 18NPT RV05-575 P/N WS-P00646						1		0	0		
Deepwater Warehouse	Fieldwood	82873.A		BW-AREA-3	(12) HEX NUTS M42 BL P/N WS-P30118 / (12) STUDS M42 X 255MM BL						1		0	0		
Deepwater Warehouse	Fieldwood	82874.A		BW-AREA-3	(1) JAP PENETRANT AEROSOL P/N WST010012 / (1) JAD DEVELOPER AEROSOL P/N WS-T010011 / (2) JAC 2 AEROSOL P/N WS-T010010						1		0	0		
Deepwater Warehouse	Fieldwood	82875.A		BW-AREA-3	(1) B1666B HANG-OFF ASSEMBLY P/N WS-POS1633 / (1) B1666B HANG-OFF ISOLATION KIT						1		0	0		
Deepwater Warehouse	Fieldwood	82876.A		BW-AREA-3	(1) 2MTRS B1666B-01 SHIELD SAMPLE / 6 FOIL BAGS OF WELDING RODS PA12 NATURAL (20MTRS PER BAG) P/N WS-P22176 / (3) CANUSA TAPE 4" P/N T04640 / (3) TAPE CLEAR STRAPPING 100MM X 3M P/N WS-T05745 / (2) MTRS CORROLUTE P/N WS-P00686						1		0	0		
Deepwater Warehouse	Fieldwood	82877.A		BW-AREA-3	(20) STUDS 1.875-BUN X 350MM BL P/N WS-POS1991 / (40) HEAVY HEX NUTS 1.875-BUN BL P/N WS-POS2181						1		0	0		
Deepwater Warehouse	Fieldwood	82878.A		BW-AREA-3	(4) BRACELET ANODE 2/94XS/FS B1666B P/N WS-POS1733 / (48) ANODE FASTENER SET M12X1.75X150MM P/N WS-P19399 / (6) CONTINUITY CABLE 0.6L N00001520114 P/N WS-P29209 / (18) CONTINUITY CABLE 0.6ML N0000152-115 P/N WS-P17460 / (6) CAPSCREWS SH00.750 -16UNF-2A 8.25L UN P/N WS-POS0535						1		0	0		
Deepwater Warehouse	Fieldwood	82879.A		BW-AREA-3	(1) 4.5" DYNAMIC PR STOPPER CLAMP AND INSTALLATION EQUIPMENT.						1		0	0		
Deepwater Warehouse	Fieldwood	82880.A		BW-AREA-3	(1) TETHER CLAMP ASSEMBLY P/N D15005-01-057						1		0	0		
Deepwater Warehouse	Fieldwood	82881.A		BW-AREA-3	(1) PULL-IN INSTALLATION JIG 113.03CM X 113.03CM X 220.03CM P/N D15005-02-050						1		0	0		
Deepwater Warehouse	Fieldwood	82882.A		BW-AREA-3	(1) FUNNEL ASSEMBLY 192.72 CM X 130.33CM X 122.87CM P/N D15005-01-004						1		0	0		
Deepwater Warehouse	Fieldwood	82883.A		BW-AREA-3	(22) DURGWARD HALVES P/N WS-POS1886 / (55) 625 INCONEL BANDING AND BUCKLES P/N POS3299 / (55) 625 INCONEL BANDING AND BUCKLES P/N WS-POS3300 / (1) MANUAL INSTALLATION TOOL P/N WS-P30164 / (1) PNEUMATIC INSTALLATION TOOL P/N WS-P30084						1		0	0		
Deepwater Warehouse	Fieldwood	82884.A		BW-AREA-3	(1) SHAFT ASSEMBLY 107.31CMOD X 135.57L P/N D15005-01-005						1		0	0		
Deepwater Warehouse	Fieldwood	82885.A		BW-AREA-3	(1) U5-UMBILICAL						1		0	0		
Deepwater Warehouse	Fieldwood	82886.A		BW-AREA-3	(1) SHAFT ADAPTER SPOOL ASSEMBLY P/N D15005-01-006						1		0	0		
Deepwater Warehouse	Fieldwood	82887.A		BW-AREA-3	HOSE, EATON SYNFLX 33CP 08 COLLAPSE PROOF 1/2" ID 5000 PSI WP 150475 02330						1		0	0		
Deepwater Warehouse	Fieldwood	82888.A		BW-AREA-3	(8) TURN BUCKLES						8		0	0		
Deepwater Warehouse	Fieldwood	82889.A		BW-AREA-3	(1) FUNNEL FASTENERS						1		0	0		
Deepwater Warehouse	Fieldwood	82890.A		BW-AREA-3	(1) CRATE ASSORTED NUTS AND BOLTS						1		0	0		
Deepwater Warehouse	Fieldwood	82891.A		BW-AREA-3	SLEEVE;PN:HUNT-1615,TYP HOLD OPEN,MATL HT 4140,SPCL FEATRS HUNTING 3.615 IN NO-GO OD FOR 3.562 IN RPT PROFILE, 131 IN BELOW NO-GO W/ 110 MIN YIELD RUNNING TOOL AND TOP SUB, SLEEVE BARREL: 1026 DOM	206595	GUNFLINT #4 STIMULATION				0		6250	0		
Deepwater Warehouse	Fieldwood	82892.A		VERTICAL RACK	(1) CRATE ASSORTED NUTS AND BOLTS						1		0	0		
Deepwater Warehouse	Fieldwood	82893.A		BW-AREA-3	EFL 12P TO 125 40M, CONNECTOR HOUSING MATERIAL: INCONEL, MFR: ONESUBSEA, PN: 2197088-51-18	AFE FW193007	TROIKA				2		0	0		
Deepwater Warehouse	Fieldwood	82894.A		MW-RB-1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	EFL 12P TO 125 40M, CONNECTOR HOUSING MATERIAL: INCONEL, MFR: ONESUBSEA, PN: 2197088-51-18	AFE FW580018	KATMAI/ORLOV/GE NOVESEA				1		0	0		
Deepwater Warehouse	Fieldwood	82895.A		MW-RB-1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	EL ROV PARK 125 W/INSERT P/N 2197088-13-62	AFE FW193007	TROIKA				3		0	0		
Deepwater Warehouse	Fieldwood	82896.A		MW-RB-1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	EL ROV PARK 125 W/INSERT P/N 2197088-13-62	AFE FW580018	KATMAI/ORLOV/GE NOVESEA				1		0	0		
Deepwater Warehouse	Fieldwood	82897.A		MW-RB-1	EL ROV PARK 47/12P W/O INSERT P/N 2197088-05-57	AFE FW193007	TROIKA				2		0	0		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	82897.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	EL ROV PARK 4/7/12P W/O INSERT P/N 2197088-05-57	AFE FW580018	KATMAU/ORLOV/GE NOVESA				3			0	0	
Deepwater Warehouse	Fieldwood	82898.B		MW-R11-1	SKOFLO CHEMICAL INJECTION METERING VALVE (CIMV), 4-WAY MALE STAB PLATE ELECTRICAL CONNECTOR, DUAL CORE, LOW FLOW/ LOW FLOW, 15K PSI S/N 4689						1			0	0	
Deepwater Warehouse	Fieldwood	82899.B		MW-R11-1	SKOFLO CHEMICAL INJECTION METERING VALVE (CIMV), 4-WAY MALE STAB PLATE ELECTRICAL CONNECTOR, DUAL CORE, LOW FLOW/ LOW FLOW, 15K PSI S/N 4721						1			0	0	
Deepwater Warehouse	Fieldwood	82900.A		MW-AREA 3	VALVE, SUBSURFACE SAFETY:MFR:SCHLUMBERGER,PN:100400601,TYP SURFACE CONTROLLED,TUBNG SZ 3-1/2 IN,WT 12.7 lb/ft, PRFILE 2.562 RPT,OD 5.708 IN,CONN TYPE VAM TOP BOX X PIN,WRKNG PRESS 15,000 PSI,MN: PINNACLE-15					3			0	0		
Deepwater Warehouse	Fieldwood	82901.A		MW-R10-1	SKOFLO CHEMICAL INJECTION METERING VALVE (CIMV), 4-WAY MALE BULKHEAD ELECTRICAL CONNECTOR, DUAL CORE, LOW FLOW/ LOW FLOW, 10K PSI S/N 1512						1			0	0	
Deepwater Warehouse	Fieldwood	82901.A		MW-AREA 1	SKOFLO CHEMICAL INJECTION METERING VALVE (CIMV), 4-WAY MALE BULKHEAD ELECTRICAL CONNECTOR, DUAL CORE, LOW FLOW/ LOW FLOW, 10K PSI S/N 1517	AFE FW193006	GENOVESA				0			0	0	
Deepwater Warehouse	Fieldwood	82902.A		MW-R14-1	MANIFOLD PRESSURE CAP, MFR. SEAHORSE ENERGY, INC., P/N 190001017						2			0	0	
Deepwater Warehouse	Fieldwood	82903.A		MW-R14-1	MCPC CLAMP SPACER						1			0	0	
Deepwater Warehouse	Fieldwood	82904.A		MW-R11-FL	RCPTCL,MFR:SKOFLO,PN:100230,TYP DUAL CORE						2			0	0	
Deepwater Warehouse	Fieldwood	82905.A		BW-NEP-AREA	TABLE LIFT; MOBILE HEAVY DUTY SCISSOR 40" X 20", MFR: GLOBAL INDUSTRIAL, MN: WR3988933, 2200 LB. CAPACITY		NEPTUNE				1			0	0	
Deepwater Warehouse	Fieldwood	82906.A		MW-R14-1	M1 LONG TERM PROTECTIVE COVER 14-WAY, 14-PRVC ASSEMBLY P/N 0442364 ELECTRICAL FLYING LEAD, ODI 90 DEG, 7 WAY MALE X 4 WAY FEMALE, 60M PN: P/N 00-71349-01						1			0	0	
Deepwater Warehouse	Fieldwood	82907.A		MW-R13-3	MACPAC CLAMP, MFR. SEAHORSE ENERGY, INC. P/N: S-190001317 S/N: SSN- 190002075						1			0	0	
Deepwater Warehouse	Fieldwood	82908.A		MW-R13-2	MACPAC DEBRIS CAP P/N 2035504-02						1			0	0	
Deepwater Warehouse	Fieldwood	82909.A		MW-R12-2	CROSBY M052						2			0	0	
Deepwater Warehouse	Fieldwood	82911.A		MW-AREA 6	MACPAC TOOL P/N 2098861-02						2			0	0	
Deepwater Warehouse	Fieldwood	82912.A		MW-R17-2	MQC PLATE ASSY. 12-WAY TEST P/N 10062543						1			0	0	
Deepwater Warehouse	Fieldwood	82913.A		MW-R8-3	TOP MARINE GROWTH COVER PLATE P/N A08216						3			0	0	
Deepwater Warehouse	Fieldwood	82914.A		MW-R8-3	M1 FIXED PLATE COVER BODY P/N 0296994	AFE FW193006	GENOVESA				12			0	0	
Deepwater Warehouse	Fieldwood	82915.A		OS-R3-S2	PRESSURE INTENSIFIER, MFR. BIFOLD MARSHALSEA, P/N: P173-01751-02-09-11-55- NIT-0420						3			0	0	
Deepwater Warehouse	Fieldwood	82916.A		BW-NEP-AREA	NEPTUNE AC REPAIR KIT		NEPTUNE				1			0	0	
Deepwater Warehouse	Fieldwood	82917.A		MW-AREA 5	EXPANSION JOINT (OUTSIDE); EXHAUST, MFR. SOLAR TURBINE, 701/702 BUTTERFLY VALVE; EXHAUST, MFR. SHAN-ROD, INC., MODEL NO. 2220-6, SIZE: 36", 701/702 WHRU		BULLWINKLE				1			0	0	
Deepwater Warehouse	Fieldwood	82918.A		MW-AREA 5	7W ROV FXD TEST PLUG W/PGT, MFR. TELEDYNE, PN: 1001606	AFE FW193007	TROIKA				1			0	0	
Deepwater Warehouse	Fieldwood	82919.A		MR-4-B	7W ROV BLKHD TEST RCPT W/3M PGTS, MFR. TELEDYNE, PN: 1001611	AFE FW193007	TROIKA				1			0	0	
Deepwater Warehouse	Fieldwood	82920.A		MR-5-B	COVER:MFR. TELEDYNE ODI, TYP 4 WAY ELECTRICAL LTPC ODI/NAUTILUS ELECTRICAL LONG TERM PROTECTIVE.SPCL FEATRS RECEPTACLE COMPENSATED W/LOOPS 1-2 AND 3-4						2			0	0	
Deepwater Warehouse	Fieldwood	82921.A		OS-R1-S1	7 WAY,MFR. TELEDYNE ODI, ROV RETRIEVABLE SHORTING PLUG PINS, LOOPED 1- 2, 4-5	AFE FW193007	TROIKA				2			0	0	
Deepwater Warehouse	Fieldwood	82922.A		MR-3-F	FLYING LEAD, MFR. OCEANEERING, PN: 197940-0502185, ELECTRICAL, LG 61 m, 7- WAY PLUG, 90 DEG. W/ 7-WAY RECEPT., 90 DEG.	AFE FW193007	TROIKA				2			0	0	
Deepwater Warehouse	Fieldwood	82923.A		MW-R2-2	M1 REMOVABLE T&F PLATE, 14-WAY, 14-LINE, MFR. OCEANEERING, P/N: 0440489	AFE FW193006	GENOVESA				2			0	0	
Deepwater Warehouse	Fieldwood	82924.A		MW-R16-2	M1 REMOVABLE T&F PLATE, 14-WAY, 14-LINE, MFR. OCEANEERING, P/N: 0502187						1			0	0	
Deepwater Warehouse	Fieldwood	82925.A		MW-R16-2	8" PRODUCTION GASKET, TEX 7-625. MFR: TRENDSETTER, PN: A1007618						1			0	0	
Deepwater Warehouse	Fieldwood	82926.A		MR-2-C	8" PRODUCTION GASKET, TEX 7-625. MFR: TRENDSETTER, PN: A1007618						1			0	0	
Deepwater Warehouse	Fieldwood	82926.B		MR-2-C	HEATER, WATER, ELECTRIC:MFR:RHEEM,PN:825V30-2,TYP SHORT,VOL CPCTY 30 gal, VOLT 240,WATT 4500 W		NEPTUNE				1		696.79	696.79		
Deepwater Warehouse	Fieldwood	82928.A		N/A	GENERIC ASSY ASD SINGLE W/ HARNESS 35m, ELECTRICAL INTERFACE: FIXED WIRING HARNESS WITH FLYING ROV CONNECTOR, 12-WAY MALE, HOSE LENGTH: 35m, MFR. ONESUBSEA, P/N 223367-78						0		41702	0		
Deepwater Warehouse	Fieldwood	82928.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	GENERIC ASSY ASD SINGLE W/ HARNESS 35m, ELECTRICAL INTERFACE: FIXED WIRING HARNESS WITH FLYING ROV CONNECTOR, 12-WAY MALE, HOSE LENGTH: 35m, MFR. ONESUBSEA, P/N 223367-78						2		41702	83404		
Deepwater Warehouse	Fieldwood	82930.B		BW-R2-3	PUMP ASSEMBLY; METHANOL, EAGLE MODEL V200, 2 X 1.5-10 SS. SN: V1532035 PUMP, TRIM 6.7; MOTOR: MFR. SIEMENS TYPE XP100, PN: 1MB21212AA213N63 SN: 3005775094-11, 10 HP, 3515 RPM, 575V		BULLWINKLE				0		0	0		
Deepwater Warehouse	Fieldwood	82931.B		DWW-YARD	FRAME; UTA RECOVERY, MFR. OCEANEERING, DWG NO. 801069512						1			0	0	
Deepwater Warehouse	Fieldwood	82932.B		DWW-YARD	TREE RUNNING TOOL, P/N 2124119-01						1			0	0	
Deepwater Warehouse	Fieldwood	82933.B		DWW-YARD	TREE CAP SHIPPING SKID, ASSY; P/N: 2124123-01 SN: 96716759220						1			0	0	
Deepwater Warehouse	Fieldwood	82934.B		DWW-YARD	TREE CAP ASSY, BP TROIKA; P/N 2124118-01 SN: 11203640-01						1			0	0	
Deepwater Warehouse	Fieldwood	82935.B		CR TIER 1	SLEEVE; HOLD OPEN, 3.720 O.D. on NO GO COLLAR, 3.650 BASE O.D., LENGTH 124 IN. MFR. SCHLUMBERGER, PN: 103320456, SN: 478973-001						1			0	0	
Deepwater Warehouse	Fieldwood	82936.B		MW-R5-FL	CROSSOVER SPOOL ADAPTOR, MFR. CAMERON, PN: A314567 SN: CSD-3804743-1 G2 Tubbing Hanger 5in 10K with W/5 inside outlet 5.250 inelmar wireline line plug prep S/N 111371753-1						1			0	0	
Deepwater Warehouse	Fieldwood	82937.A		MW-R13-FL/MW-R13-3	Internal Tree Cap 10M with 4.767 SSR G2Spool Tree System S/N 11076301-1						1			0	0	
Deepwater Warehouse	Fieldwood	82938.A		MW-AREA 6	Production Tubbing Hanger 4in 10K 4.38 in SSR S/N 11075743-1						1			0	0	
Deepwater Warehouse	Fieldwood	82939.A		MW-AREA 6	Solar Turbine Expansion Jonit S/N		BULLWINKLE				1			0	0	
Deepwater Warehouse	Fieldwood	82940.A		MW-AREA 6	Subsea SLAB gate valve 2 1/16 API 10000, MFR. ATV						1			0	0	
Deepwater Warehouse	Fieldwood	82943.A		MW-R6-1	6" X 6" Cushion elbow ( FFI-FGSPL-00908)						1			0	0	
Deepwater Warehouse	Fieldwood	82944.A		MW-R5-2	5" Weld test ring 12" long A694F65 ( FFI-FGSPL-00910)						1			0	0	
Deepwater Warehouse	Fieldwood	82945.A		MW-R5-2	6" Weld test ring 12" long A694F65 ( FFI-FGSPL-00909)						1			0	0	
Deepwater Warehouse	Fieldwood	82946.A		MW-R6-2	6" X 8" Reducer						1			0	0	
Deepwater Warehouse	Fieldwood	82947.A		MW-AREA 5	TC2 Gen 2 LTPC Connector, Bore Access 15 KSI PSL-3G S/N TSN902627						1			0	0	
Deepwater Warehouse	Fieldwood	82948.A		MW-AREA 5	TC2 Inboard Hub W/2" 10K API flang BX-152 FF trim S/N TSN902630						1			0	0	
Deepwater Warehouse	Fieldwood	82949.A		MW-AREA 5	TC7/5 Inboard assembly S/N TSN902704						1			0	0	
Deepwater Warehouse	Fieldwood	82950.A		MW-AREA 5	TC7/5 Inboard assembly S/N TSN902705						1			0	0	
Deepwater Warehouse	Fieldwood	82951.A		MW-AREA 5	TEX-5 short term pressure cap assembly S/N TSN902900 and TSN902901						2			0	0	
Deepwater Warehouse	Fieldwood	82952.A		MW-AREA 6	TC7/5 connector assembly 6" nom F65 PUP 15K EE S/N TSN902741						1			0	0	
Deepwater Warehouse	Fieldwood	82953.A		MW-AREA 6	TC7/5 connector assembly 6" nom F65 PUP 15K EE S/N TSN902743						1			0	0	
Deepwater Warehouse	Fieldwood	82954.A		MW-AREA 5	Manual gate valve 5 1/8" 10K W/Pups S/N VN10385						1			0	0	

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	82955.A		MW-AREA 7	Manual gate valve 5 1/8" 10K W/Pups S/N VN10386						1			0	0	
Deepwater Warehouse	Fieldwood	82956.A		MW-AREA 5	(3) Gasket assembly TEX-5 Inconel 625, Silver coated S/N TSN902780,TSN902781, TSN902782. (1) Gasket assembly TEX-7 Nickel Alloy, Silver coated S/N TSN902451. (1) Gaskets assembly TEX-2 nickel alloy 625 (Silver Coated) S/N TSN902285, TSN902286, TSN902353 (6) BX-156 Gaskets 7 1/16, (1) Weld neck flange 7 1/16, (32) Studs					3			0	0		
Deepwater Warehouse	Fieldwood	82957.A		MW-AREA 5	ASSEMBLY; FLOODING CAP, 8"-10K FLOWLINE HUB, 7.077 SEAL BORE, W/ 2X O-RINGS PLUG, 2" NB X 1.5" PORT, 10K BALL VALVE; (QP-000803-08-11) MFR. CAMERON, P/N2235684-03, S/N110746028-1						2			0	0	
Deepwater Warehouse	Fieldwood	82958.A		DWW-YARD C-VAN CPU	0310120						1			0	0	
Deepwater Warehouse	Fieldwood	82959.A		MW-AREA 5	Weld test ring ATV valve S/N 83406 and 83407						1			0	0	
					ASSEMBLY, 8"-15K CVC CONNECTOR, 6.47 ID GASKET, 8.625 OD X 1.312 WALL (6.00 ID), W/ ALIGNMENT BLOCK, 3/8" AUTOCLAVE PORT; (F22 BODY W/ INCONEL 625 INLAID GASKET PREP, 30" LG 4130 CUSTOMER SUPPLIED PIPE); (QP-000162-02-60); (SP-005098-01); T/C U; M/C AA, BB, DD, EE; PSL-3; WOP 12, 500 PSI, MFR. CAMERON, P/N 2181526-12-02, S/N 112254875-01						1			0	0	
Deepwater Warehouse	Fieldwood	82960.A		MW-AREA 1	TOOL; SCRUBBER, PN: 190001313, S/N: 19001432, MFR. SEAHORSE ENERGY						1			0	0	
Deepwater Warehouse	Fieldwood	82961.B		MW-R5-1	CHEMICAL INJECTION METERING VALVE (CIMV), DUAL CORE, LOW FLOW, 15K PSI.						1			0	0	
Deepwater Warehouse	Fieldwood	82962.A		MW-R11-1	MFR: SKOFLD, SN: 4668	AFE FW193006	GENOVESA				1			0	0	
Deepwater Warehouse	Fieldwood	82963.A		MW-AREA 7	TC7/S inboard assembly LG Pup, 15K EE S/N TSN902702, TSN902703						2			0	0	
Deepwater Warehouse	Fieldwood	82964.A		MW-AREA 6	SLAB Gate Valve 15KSI Hyd. act. Pipe Pups, EE Trim S/N VN10396						1			0	0	
Deepwater Warehouse	Fieldwood	82965.A		MW-AREA 7	TEX-5 short term pressure cap assembly S/N TSN902912						1			0	0	
Deepwater Warehouse	Fieldwood	82966.A		MW-AREA 7	SLAB Gate Valve 15KSI Manual act. Pipe Pups, EE Trim S/N VN9997						1			0	0	
Deepwater Warehouse	Fieldwood	82967.A		MW-AREA 7	( 1 ) Weld neck flange 5 1/8" 15K API 6A BX-169, EE tri ( 6 ) gasket BX-169 5 1/8" H/N 343						1			0	0	
Deepwater Warehouse	Fieldwood	82968.A		MW-AREA 7	( 3 ) Gasket Assembly TEX-5 Inconel 625 Silver Coated S/N TSN902769, TSN902770, TSN902772						3			0	0	
Deepwater Warehouse	Fieldwood	82969.A		DWW-YARD	HATCH COVER FRAMES		BULLWINKLE				0			0	0	
Deepwater Warehouse	Fieldwood	82970.A		BW-AREA-3	(1) CRATE ASSORTED NUTS AND BOLTS						1			0	0	
					ROV TEST CONNECTOR, EL. FEMALE, FIXED, 7-WAY W/ 5M CABLE, RATED 2500V, MATERIAL: PVC, ONLY FOR SURFACE USE, VENDOR: TELEDYNE ODI, VENDOR PN: 1047681 (CTD-1839-01-7-5) MFR. ONESUBSEA, PN: 2197088-10-77						3			0	0	
Deepwater Warehouse	Fieldwood	82971.A		MR-5-E										0	0	
					ROV TEST CONNECTOR, MALE, 7-WAY W/ 5M CABLE, RATED 2500V, MATERIAL: PVC, ONLY FOR SURFACE USE, VENDOR: TELEDYNE ODI, VENDOR PN: 1047684 (CTD-1840-01-7-5) MFR. ONESUBSEA, PN: 2197088-17-72						5			0	0	
Deepwater Warehouse	Fieldwood	82972.A		MR-GENERAL										0	0	
Deepwater Warehouse	Fieldwood	82973.A		MW-R17-1	M1 REMOVABLE LONG TERM COVER 14 WAY, 3X 1 IN RS PRVC & 11X 1/2 IN RS PRVC ASSEMBLY, MFR: OCEANEERING, PN: 223520-73						1			0	0	
Deepwater Warehouse	Fieldwood	82974.A		MW-R15-1	M1 REMOVABLE T&F PLATE 14 WAY, 11X 1/2 IN RS AND 3X 1 IN RS LINES MAD DOG 2 ASSEMBLY, MFR: OCEANEERING, PN: 0485058						2			0	0	
Deepwater Warehouse	Fieldwood	82975.A		MW-R17-1	M1 FIXED T&F PLATE 14 WAY, 14X 1/2 IN RS LINES ASSEMBLY, MFR: OCEANEERING, PN: 0502186						1			0	0	
Deepwater Warehouse	Fieldwood	82976.A		MW-R17-1	M1 FIXED T&F PLATE 10 WAY, 6X 1/2 IN RS AND 4X 1 IN RS LINES ASSEMBLY, MFR: OCEANEERING, PN: 0502188						1			0	0	
Deepwater Warehouse	Fieldwood	82977.A		MW-R17-1	M1 LONG TERM COVER 10 WAY 6X 1/2 IN RS PRVC, 4X 1 IN RS PRVC 15KSI ASSEMBLY, MFR: OCEANEERING, PN: 223510-24						1			0	0	
Deepwater Warehouse	Fieldwood	82978.A		CR-TIER 3	FIXED SPREADER BAR 20,000 LB., MFR: SOUTHWEST WIRE ROPE, PN: SB-0010-0080	AFE FW183040	KATMAI				1			0	0	
Deepwater Warehouse	Fieldwood	82979.A		MW-R11-3	ELECTRICAL FLYING LEAD, 12 WAY PLUG X 12 WAY RECP (175 FT. LENGTH), MFR: TTL SUBSEA, PN: 00-71621-01						2			0	0	
Deepwater Warehouse	Fieldwood	82980.A		MW-R16-3	M1 REMOVABLE LONG TERM COVER 13 WAY IN RS PRVC ASSEMBLY, MFR: OCEANEERING, PN: 0503228 REV. A						1			0	0	
Deepwater Warehouse	Fieldwood	82981.A		MW-AREA 6	G3 TUBING HANGER CONVERSION ASSEMBLY, 4 INNOM BORE, 5 1/8 IN SIDE OUTLET, 10K, 4.375 IN WIRELINE PLUG PREP, 5 1/2 IN VAM ACE 29.7 LB/FT CONNECTION, 8 DOWNHOLE LINES, MFR: ONESUBSEA, PN: 2180717-48						1			0	0	
Deepwater Warehouse	Fieldwood	82982.A		MW-R2-1	ELECTRICAL FLYING LEAD, 9 WAY ODI ROV PLUG X 9 WAY ODI ROV RECEPTACLE, 275', MFR: OIE, PN: 0206246						0			0	0	
					(KIT WITH 4 ITEMS) ITEM 1: DUAL REDUNDANT SSI PRESSURE/TEMPERATURE TRANSMITTER, MODBUS (RS 485), 0-10KSI, -40" TO 260°F, 1.5" PROBE, 2-1/16" BX FLANGE, 8 WAY SEACON MSS FOR DRY-MATE CONNECTION (FULL SCALE FAT, INCLUDING 10 POINT HYDROSTATIC FUNCTIONAL TEST, TEMPERATURE VERIFICATION), ITEM 2: 1012992, 6 WAY ODI ROV CE PLUG (PINS) WITH OMNITEC, ITEM 3: 8168-103 KIT, 8 WAY SEACON MMSK CCP, PBOF 1/2 ID. ITEM 4: MKII BACKSHELL/ADAPTER.						1			0	0	
					AKER 12 WAY (NEW STYLE) REMOVABLE JUNCTION PLATE BRACKET WITH QTY 1 - 17H DUAL PORT HOT STAB RECEPTACLE (15KSI) AND QTY 2 - 1/2" ROV PADDLE VALVES (10KSI) (WITH TUBING AND INSTALLATION HARDWARE)						1			0	0	
Deepwater Warehouse	Fieldwood	82984.A		MW-R13-FL							1			0	0	
Deepwater Warehouse	Fieldwood	82985.A		MW-AREA 6	HEAT EXCHANGER TUBE BUNDLE		BULLWINKLE				0			0	0	
Deepwater Warehouse	Fieldwood	82985.C		MW-AREA 6	HEAT EXCHANGER TUBE BUNDLE (HBG 101)		BULLWINKLE				1			0	0	
					WIRELINE PLUG ASSEMBLY, UPPER, 4.767" NOM, 10K, NICKEL ALLOY 718 (UNS N07718) (NON-LOAD BEARING), RETAINING CAP AND FISH NECK, MAIN BODY AND KEYS, NICKEL ALLOY 925 (UNS N09925) EXPANDER MANDREL, PRIMARY TITANIUM METAL SEAL, SECONDARY O-RING, H2S SERVICE, WITHOUT EXTENSION SLEEVE, API 6A 20TH ED, API 17D 2ND ED, T/C U, M/C HH, PSL3 (NOV ELMAR REF L-9911018124), MFR: ONESUBSEA, PN: 2731384-02-01		KATMAI/ORLOV/GE NOVESA				1			0	0	
Deepwater Warehouse	Fieldwood	82987.A		MW-AREA 1	WIRELINE PLUG, 4.375" DIA. WITH SPECIAL REQUIREMENTS TO INCLUDE INCONEL 718 BODY AND CHEMRAZ O-RING 17-4 PH RETAINING CAP, INCONEL 925 EXPANDER MANDREL, TITANIUM SEAL W/ NOBLE COATING, ELASTOMER/POLYMERIC SEALS, W/ EROSION TARGET AND WIPER, USES SPARE PARTS LIST 2166241-01. MFR: ONESUBSEA, PN: 2748428-01		KATMAI/ORLOV/GE NOVESA				2			0	0	
Deepwater Warehouse	Fieldwood	82988.A		MR-GENERAL	SEAL ASSY, METAL SEAL W/ ELASTOMER BACKUP, 18 3/4", MATL CLASS DD-NL, PSL-3, TEMP CLASS U, ALTERNATE TEMP RANGE 35-300F, API 17D, SUBSEA WELLHEAD SYSTEM. MFR: ONESUBSEA, PN: 2018116-01		KATMAI/ORLOV/GE NOVESA				2			0	0	
Deepwater Warehouse	Fieldwood	82989.A		MW-R8-3	EMERGENCY SEAL ASSY, METAL SEAL W/ ELASTOMER BACKUP, 18 3/4", MATL CLASS DD-NL, PSL-3, TEMP RATING 0-350F, SUBSEA WELLHEAD SYSTEM, API 17D, 1ST ED ONLY. MFR: ONESUBSEA, PN: 2018117-01		KATMAI/ORLOV/GE NOVESA				1			0	0	
Deepwater Warehouse	Fieldwood	82990.A		MW-R8-3	ASSY, TUBING HANGER RUNNING TOOL, 4 1/16" X 2 1/16", NOM 10K PSI, WPPW/2X SCSSV, 2X CI, 1X TH CONTROLLED LANDING, 1X TEST BETWEEN SEALS, 1X ELEC PEN, PSL 3, MATL CLASS EE, API 17D, TEMP 35-250F. MFR: ONESUBSEA, PN: 2124129-01		KATMAI/ORLOV/GE NOVESA				1			0	0	
Deepwater Warehouse	Fieldwood	82991.A		MW-AREA 1			KATMAI/ORLOV/GE NOVESA				1			0	0	



Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	82992.A		MW-AREA 1	ASSY, THRT HANDLING/TEST TOOL, 4.06" X 2.06" 10000 PSI. MFR: ONESUBSEA, PN: 2124132-01		KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	82993.A		MW-AREA 1	COMBINED BOP WEIGHT SET TEST AND BORE PROTECTOR RETRIEVAL TOOL. MFR: ONESUBSEA, PN: 2142424-06		KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	82994.A		MW-AREA 5	ASSEMBLY, 7 1/16, 15K, TYPE FLS-R MANUAL SUBSEA GV, WITH TRANSITION PUPS AND ACCUMULATOR. MFR: ONESUBSEA, PN: 2230777-06-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	82995.A		MW-AREA 2	SUNG, 3" X 20", 1 LEG. MFR: MORGAN CITY RENTALS, PN ON TAG: V-77T C-601 B-153T/HOU-057234-002						1		0	0		
Deepwater Warehouse	Fieldwood	82996.A		MR-2-C	LOOPING CAP, TELEDYNE ODI, 7 WAY. MFR: ONESUBSEA, PN: 2197088-28-44 REV 3	AFE FW183040	KATMAI				3		0	0		
Deepwater Warehouse	Fieldwood	82997.A		MW-AREA 1	DEBRIS CAP WITH ROV HANDLE (YELLOW IN COLOR). MFR: SUBSEA7/NEW INDUSTRIES	AFE FW183040	KATMAI				2		0	0		
Deepwater Warehouse	Fieldwood	82998.A		MW-AREA 1	8" SUBSEA PLR (PIGGING-LANCHER-RECEIVER), PIG RETAINER SK T/5 8" SCH XXS PIPE W/ 30 DIA. PIN & 1/40 ENGAGEMENT. MFR: SUBSEA7/NEW INDUSTRIES, PN: 230-1521-01	AFE FW183040	KATMAI				1		0	0		
Deepwater Warehouse	Fieldwood	82999.A		MW-AREA 1	2" MOFFATT DUEL ENTRY HOT STAB WITH 1502 THREADED FEMALE CONNECTION, DS MALE STAB, 2", SUPER DUPLEX, FIG. 1502 FEMALE INTEGRAL, DRAWING # MSP-2DC411H-01, 2" 15K SS/DS MALE STAB BODY C/W FIG 1502 FEMALE SUB. MFR: SUBSEA7/ONESUBSEA	AFE FW183040	KATMAI				3		0	0		
Deepwater Warehouse	Fieldwood	83000.A		MW-AREA 1	2" MOFFATT DUEL ENTRY BLIND STAB WITH 1502 THREADED FEMALE CONNECTION, 2" NB 15K DS BLIND STAB BODY, DRAWING # MSP-2DBX11H-01. MFR: SUBSEA7/ONESUBSEA, PN: MSP 0459-B	AFE FW183040	KATMAI				2		0	0		
Deepwater Warehouse	Fieldwood	83001.A		MW-AREA 1	CHECK VALVE ASSEMBLIES WITH 1502 WING NUT MALE CONNECTION, DRAWING # TC1099-4400019025-B01-0002, BIS CHECK VALVE # 20056-P049. MFR: SUBSEA7/ONESUBSEA	AFE FW183040	KATMAI				2		0	0		
Deepwater Warehouse	Fieldwood	83002.A		MR-5-D	SEAL KIT FOR MOFFATT STABS. MFR: SUBSEA7/ONESUBSEA	AFE FW183040	KATMAI				1		0	0		
Deepwater Warehouse	Fieldwood	83003.A		BW-AREA 2	CITY SIMULATOR. MFR: SKOFLO, PN: CM-015000-91		KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83004.A		MW-R17-FL	M1 REMOVABLE FLUSHING PLATE WITH HOTSTAB ASSEMBLY. MFR: OCEANEERING, PN: 0508203 REV A	AFE FW183040	KATMAI				1		0	0		
Deepwater Warehouse	Fieldwood	83005.A		MR-4-B	FEMALE DUMMY COUPLERS, 1/2" RS-8	AFE FW183040	KATMAI				5		0	0		
Deepwater Warehouse	Fieldwood	83006.A		MR-5-B	MALE POPPETED TEST COUPLERS, 1/2" RS-8	AFE FW183040	KATMAI				14		0	0		
Deepwater Warehouse	Fieldwood	83007.A		MR-5-B	FEMALE POPPETED COUPLERS W/ TUBE STUB, 1/2" UO-8	AFE FW183040	KATMAI				3		0	0		
Deepwater Warehouse	Fieldwood	83008.A		MW-R11-2	VBR (VERTEBRAE BEND RESTRICTORS) ASSEMBLY SET. MFR: WHITEFIELD PLASTICS	AFE FW183040	KATMAI				35		0	0		
Deepwater Warehouse	Fieldwood	83009.A		MW-AREA 4	M1 REMOVABLE LOGIC CAP 14 WAY 7X 1/2 IN RS, 3X 1 IN RS LINES ASSEMBLY. MFR: OCEANEERING, PN: 0508202 REV A	AFE FW183040	KATMAI				1		0	0		
Deepwater Warehouse	Fieldwood	83010.A		MR-1-A	HOT STAB. MFR: OCEANEERING, PN: A06401-G						1		0	0		
Deepwater Warehouse	Fieldwood	83011.A		MR-1-A	HOT STAB. MFR: SEANIC, PN: HS165-1100619						1		0	0		
Deepwater Warehouse	Fieldwood	83012.A		MR-1-E	NITRILE O-RING, 70 DURO. MFR: BUNA-N, PN: 318						4		0	0		
Deepwater Warehouse	Fieldwood	83013.A		MR-1-A	HOT STAB. MFR: UNKNOWN, PN: 10306 (ETCHED INTO PARTS)						2		0	0		
Deepwater Warehouse	Fieldwood	83014.A		MR-GENERAL	GASKET RETAINER F/ FLOWLINE AX GASKETS, OBSOLETE AND REPLACED BY P1000162986. MFR: FMC INDUSTRIES, PN: 18-259-020						7		0	0		
Deepwater Warehouse	Fieldwood	83015.A		MR-GENERAL	FITTING, GREASE, NIPPLE STRAIGHT 1/4 IN NPTF MALE, SUPPLIED BY ALEMITE, PN: 1627-B, TRIVALENT ZINC PLATED. MFR: FMC INDUSTRIES, PN: 48-120-004						8		0	0		
Deepwater Warehouse	Fieldwood	83016.A		MR-5-E	ROV HOT STAB, TYPE A, SHORT TERM LIVE (INTERVENTION AND COMMISSIONING), NITRONIC, DUAL PORT, 15KSI (1035 BAR) MAX WP, T BAR HANDLE, 3/8 MP PORTS AT 45 DEG, SUPPLIED BY OCEANEERING 0036241-01 REV. C, OBSOLETE AND REPLACED WITH P1000178823. MFR: FMC INDUSTRIES, PN: P1000038613						4		0	0		
Deepwater Warehouse	Fieldwood	83017.A		MR-GENERAL	FITTING, AIR QUICK CONNECT, CROWSFOOT, 3-WAY TRIPLE END COUPLER, MALLEABLE IRON, PLATED, OEM SPARE PART. MFR: FMC INDUSTRIES, PN: P1000008374						2		0	0		
Deepwater Warehouse	Fieldwood	83018.A		MR-GENERAL	RUBBER WASHER, STANDARD CROWSFOOT COUPLER/COUPLING, BAG OF 50, OEM SPARE PART. MFR: FMC INDUSTRIES, PN: 1000010263						1		0	0		
Deepwater Warehouse	Fieldwood	83019.A		MR-GENERAL	M1 MARINE GROWTH COVER 10 WAY 6X 1/2" PLASTIC DUMMY, 4X 1" PLASTIC DUMMY. MFR: OCEANEERING, PN: 0413628	AFE FW193007	TROIKA				1		0	0		
Deepwater Warehouse	Fieldwood	83020.A		MR-4-E	TREE RUNNING TOOL, PRODUCTION SEAL STAB, 4X 2-10K F/4 OD, ASSY, MENSA X OVER ADAPTER TOP, CAMERON/TROIKA TRT BTM. MFR: FMC INDUSTRIES, PN: P1000014614						9		0	0		
Deepwater Warehouse	Fieldwood	83021.A		MR-FL	UWD SLOPE INDICATOR BRACKET, F/ BOLT ON SLOPE INDICATOR WITH ADJUSTMENT SCREWS, OBSOLETE AND REPLACED BY P2000060501 PHASE OUT. MFR: FMC INDUSTRIES, PN: P1000065171						2		0	0		
Deepwater Warehouse	Fieldwood	83022.A		MW-AREA 6	PUMP AIR OPERATED, NITROGEN GAS BOOSTER, DOUBLE ACTING, DOUBLE AIR HEAD, 25 TO 1 RATIO, 25 KSIG MAX OUTPUT, 6000 PSIG MAX INPUT, 250 PSIG MIN GAS INLET, 90-150 PSIG AIR DRIVE PRESS, 95 SCFM MAX AIRFLOW, 2.4 CU INCH STROKE SC HYDRAULIC ENGINEERING - GBD-D75. MFR: FMC INDUSTRIES, PN: P1000068557						1		0	0		
Deepwater Warehouse	Fieldwood	83023.A		MR-GENERAL	FITTING, HYDRAULIC, CAP BODY 3/8 IN JIC FEM 20K, SUPPLIED BY AUTOCLAVE, PN: 20IC6, 316SS. MFR: FMC INDUSTRIES, PN: P1000075352						12		0	0		
Deepwater Warehouse	Fieldwood	83024.A		MR-GENERAL	CAP SCREW, HEX SOCKET DRIVE, .375-16 UNRC-2A/3A X 3.00 LG, A 320 GR L7M, EXP LOW STR, API 20E BSL2, PTFE. MFR: FMC INDUSTRIES, PN: P1000091781						6		0	0		
Deepwater Warehouse	Fieldwood	83025.A		MR-4-E	TREE RUNNING TOOL, ANNULUS SEAL STAB, 4X 2-10K F/2 OD, ASSY, MENSA X OVER ADAPTER TOP, CAMERON/TROIKA TRT BTM. MFR: FMC INDUSTRIES, PN: P1000014615						7		0	0		
Deepwater Warehouse	Fieldwood	83026.A		MR-GENERAL	5 SEAL OD TYPE 2.827 OD X 1.58 CS X .270. MFR: FMC INDUSTRIES, PN: P101811						4		0	0		
Deepwater Warehouse	Fieldwood	83027.A		MR-4-D	4" DRIFT, 3.910 OD X 12" LONG. MFR: FMC INDUSTRIES, PN: P114747						1		0	0		
Deepwater Warehouse	Fieldwood	83028.A		MR-4-D	2" DRIFT, 1.850 OD X 12" LONG. MFR: FMC INDUSTRIES, PN: P114748						2		0	0		
Deepwater Warehouse	Fieldwood	83029.A		MR-4-D	METAL SEAL, SBMS BODY, F/13 5/8-10K SPEEDLOC CLAMP, INCONEL 718, SILVER PLATED, 2.595 OD X 2.071 ID, 3.620 LG WITH 5 SEAL GROOVES, 15K PSI MAX. MFR: FMC INDUSTRIES, PN: P125494-0007						1		0	0		
Deepwater Warehouse	Fieldwood	83030.A		MR-4-E	METAL SEAL, SBMS ASSY, F/13 5/8-10K SPEEDLOC CLAMP, INCONEL 718, SILVER PLATED, 5.680 OD X 5.140 ID, 5.40 LG WITH 2 SEALS. MFR: FMC INDUSTRIES, PN: P125495-0007						6		0	0		
Deepwater Warehouse	Fieldwood	83031.A		MR-4-D	METAL SEAL, SBMS ASSY, F/13 5/8-10K SPEEDLOC CLAMP, INCONEL 718, SILVER PLATED, 2.595 OD X 2.071 ID, 3.620 LG, WITH 2 S SEALS. MFR: FMC INDUSTRIES, PN: P125497-0007						8		0	0		
Deepwater Warehouse	Fieldwood	83032.A		MR-GENERAL	NON-METALLIC SEAL, POLYPAK ASSY, TYPE B STYLE, 0.375 CS X 0.625 LG X 36.000 ID, ES0105 GEOLAST MATL F/ JACKET, ES0106 NBR MATL F/O-SPRING. MFR: FMC INDUSTRIES, PN: P129198-0003						1		0	0		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	83033.A		MR-GENERAL	GREASE FITTING, 1/8" N.P.T., 90 DEGREE. MFR: FMC INDUSTRIES, PN: P133318-0014						12		0	0		
Deepwater Warehouse	Fieldwood	83034.A		MR-5-F	SLOPE INDICATOR, 2 DEGREE 13.78 DIA. MFR: FMC INDUSTRIES, PN: P134576-0000						2		0	0		
Deepwater Warehouse	Fieldwood	83035.A		MR-GENERAL	HYDRAULIC FITTINGS, ADAPTER, STRAIGHT 9/16 MP (13/16-16THD) MALE X 3/8MP (9/16-18THD) MALE, 20, 000WP. MFG: PARKER (PN: Y5Y5-6-9C). MFR: FMC INDUSTRIES, PN: P145788						1		0	0		
Deepwater Warehouse	Fieldwood	83036.A		MR-GENERAL	S-SEAL, OD TYPE, 3.205/3.145 OD X 0.234 CS X .375 LG, E50189 90A DURO LOW TEMP HNBR MATL, W/316 SS SPRINGS, 0.6 DIA COIL. MFR: FMC INDUSTRIES, PN: SP-48-14527						6		0	0		
Deepwater Warehouse	Fieldwood	83037.A		MR-3-D	O-RING, HIGH TMP HNBR. MFR: ONESUBSEA, PN: KB163 2-216						23		0	0		
Deepwater Warehouse	Fieldwood	83038.A		MR-3-D	O-RING, NITRILE, 1 1/8 X 1 3/8 X 1/8. MFR: ONESUBSEA, PN: N0300 8-216						21		0	0		
Deepwater Warehouse	Fieldwood	83039.A		MR-3-D	O-RING, NITRILE, 2 1/2 X 2 3/4. MFR: ONESUBSEA, PN: N0300 8-230						8		0	0		
Deepwater Warehouse	Fieldwood	83040.A		MR-3-D	O-RING, 568-453 N1059-90 PX NBR. MFR: ONESUBSEA, PN: 702645-45-31						2		0	0		
Deepwater Warehouse	Fieldwood	83041.A		MR-3-D	O-RING, NITRILE, 4 7/8 X 5 1/8 X 1/8. MFR: ONESUBSEA, PN: N0300 8-249						8		0	0		
Deepwater Warehouse	Fieldwood	83042.A		MR-3-D	O-RING, PEROX NITRILE, 13/16 X 1 X 3/32. MFR: ONESUBSEA, PN: 702645-11-71						3		0	0		
Deepwater Warehouse	Fieldwood	83042.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, PEROX NITRILE, 13/16 X 1 X 3/32. MFR: ONESUBSEA, PN: 702645-11-71	AFE FW580018	KATMAI/ORLOV/GE NOVESA				12		0	0		
Deepwater Warehouse	Fieldwood	83042.A		TRAINING ROOM 1	O-RING, PEROX NITRILE, 13/16 X 1 X 3/32. MFR: ONESUBSEA, PN: 702645-11-71	AFE FW580018	KATMAI/ORLOV/GE NOVESA				12		0	0		
Deepwater Warehouse	Fieldwood	83043.A		MR-3-D	SEAL TYPE S, 1-3/8" OD. MFR: ONESUBSEA, PN: 142895-55-01-03						13		0	0		
Deepwater Warehouse	Fieldwood	83044.A		MR-3-D	S SEAL NOM 5-1/2. MFR: ONESUBSEA, PN: 142895-18-01-03						2		0	0		
Deepwater Warehouse	Fieldwood	83045.A		MR-1-C	O-RING, SIZE AS-568-427 4.725 ID X .275 W 90D/MS-1078 NITRILE PKG AND QUAL/COT 702645. MFR: ONESUBSEA, PN: 702645-42-71						4		0	0		
Deepwater Warehouse	Fieldwood	83046.A		MR-1-C	O-RING, SIZE AS-568-458 14.475 ID X .275 W 90D/MS-1078 NITRILE PKG AND QUAL/CIW 702645. MFR: ONESUBSEA, PN: 702645-45-81						2		0	0		
Deepwater Warehouse	Fieldwood	83046.A		TRAINING ROOM 1	O-RING, SIZE AS-568-458 14.475 ID X .275 W 90D/MS-1078 NITRILE PKG AND QUAL/CIW 702645. MFR: ONESUBSEA, PN: 702645-45-81	AFE FW580018	KATMAI/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83047.A		MR-1-C	DOWEL PIN, .436/.432 OD X 1.750 LG, TYPE "V", LAS (REF. ASTM A193, B7). MFR: ONESUBSEA, PN: 021812-94						18		0	0		
Deepwater Warehouse	Fieldwood	83048.A		MR-1-C	SCREW, SOC HD CAP .375-16 X .750 STL/A193 GR B7/ANSI B18.32N PL/X-4024-4. MFR: ONESUBSEA, PN: 2716050						12		0	0		
Deepwater Warehouse	Fieldwood	83049.A		MR-1-C	SPRING, CPRSN .063 X .480 OD X 1.250 SST. MFR: ONESUBSEA, PN: 712406						4		0	0		
Deepwater Warehouse	Fieldwood	83050.A		MR-1-C	SEAL RING, 3.00 ID X 4.00 OD X .750 LG, POLYPAK SEAL MOLYTHANE, TYPE BMFG PN: 461550003000-750B. MFR: ONESUBSEA, PN: 2749574-01						2		0	0		
Deepwater Warehouse	Fieldwood	83051.A		MR-1-C	SPRING, COMPRESSION, .360 OD X .045 X .500 CL & GR ENDS, SST, RATE 65 LB/IN. MFR: ONESUBSEA, PN: 2748122-01						8		0	0		
Deepwater Warehouse	Fieldwood	83051.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SPRING, COMPRESSION, .360 OD X .045 X .500 CL & GR ENDS, SST, RATE 65 LB/IN. MFR: ONESUBSEA, PN: 2748122-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83052.A		MR-1-C	O-RING, SIZE AS-568-427 4.725 ID X .275 W 90D/MS-1004 NITRILE PKG AND QUAL/CIW 702640. MFR: ONESUBSEA, PN: 702640-42-71						2		0	0		
Deepwater Warehouse	Fieldwood	83053.A		MR-1-C	SHEAR PIN SLEEVE, ACUTATOR RING, ISOLATION SLEEVE. MFR: ONESUBSEA, PN: 2156903-01						8		0	0		
Deepwater Warehouse	Fieldwood	83053.A		TRAINING ROOM 1	SHEAR PIN SLEEVE, ACUTATOR RING, ISOLATION SLEEVE. MFR: ONESUBSEA, PN: 2156903-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83054.A		MR-1-C	SHEAR PIN, ACTUATOR RING, ISOLATION SLEEVE. MFR: ONESUBSEA, PN: 2156904-01						10		0	0		
Deepwater Warehouse	Fieldwood	83055.A		MR-1-C	SCREW, SOC HD CAP .375-16 X 1.750 SST 316/A193 ANSI B18.3. MFR: ONESUBSEA, PN: 702505-06-00-16						16		0	0		
Deepwater Warehouse	Fieldwood	83056.A		MR-1-C	GROOVED PIN, TYPE A .375 D X 1.00 BRASS ANSI B5.209.050 LBS DOUBLE SHEAR VALUE (MIN). MFR: ONESUBSEA, PN: 711364						16		0	0		
Deepwater Warehouse	Fieldwood	83057.A		MR-1-C	SCREW, SHOULDER, .75 OD, SPECIAL. MFR: ONESUBSEA, PN: 2124841-01						8		0	0		
Deepwater Warehouse	Fieldwood	83058.A		MR-1-C	PIPE PLUG, HEX HEAD, 1/4" - 18 NPT, XYLAN COATED. MFR: ONESUBSEA, PN: 278183-01						4		0	0		
Deepwater Warehouse	Fieldwood	83059.A		MR-1-C	O-RING, SIZE AS-568-521 16.450 ID X .210 W 90D/MS-1078 NITRILE PKG AND QUAL/CC 702645. MFR: ONESUBSEA, PN: 702645-52-11						2		0	0		
Deepwater Warehouse	Fieldwood	83060.A		MR-1-C	RETAINER RING, SPLIT, 2.285 ID X .128 DIA, ALIGNMENT PIN. MFR: ONESUBSEA, PN: 2099585-01						4		0	0		
Deepwater Warehouse	Fieldwood	83061.A		MR-1-C	SCREW, SOC FLAT HD .375-16 X .750 SST B18.3. MFR: ONESUBSEA, PN: 702580-06-00-12						4		0	0		
Deepwater Warehouse	Fieldwood	83062.A		MR-1-C	SEAL RING, 18 5/8-15M SPECIAL FOR PETROBRAS. MFR: ONESUBSEA, PN: 605894-12						1		0	0		
Deepwater Warehouse	Fieldwood	83062.A		TRAINING ROOM 1	SEAL RING, 18 5/8-15M SPECIAL FOR PETROBRAS. MFR: ONESUBSEA, PN: 605894-12	AFE FW580018	KATMAI/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83063.A		MR-1-C	METAL END CAP SEAL, 16.283 NOM. BORE, 25% NOM SQUEEZE, CAMLAST AND STAINLESS STEEL, API 6A 19TH ED, TEMP RATING: 35-275 DEG F, MATL CLASS: HH-15.0 (BASED ON R&D PN: 599514-04-05-01). MFR: ONESUBSEA, PN: 2289964-08						2		0	0		
Deepwater Warehouse	Fieldwood	83063.A		TRAINING ROOM 1	METAL END CAP SEAL, 16.283 NOM. BORE, 25% NOM SQUEEZE, CAMLAST AND STAINLESS STEEL, API 6A 19TH ED, TEMP RATING: 35-275 DEG F, MATL CLASS: HH-15.0 (BASED ON R&D PN: 599514-04-05-01). MFR: ONESUBSEA, PN: 2289964-08	AFE FW580018	KATMAI/ORLOV/GE NOVESA				6		0	0		
Deepwater Warehouse	Fieldwood	83064.A		MR-GENERAL	M1 MARINE GROWTH COVER 14 WAY, 14 X 1/2 RS. MFR: OCEANEERING, PN: 0321318						1		0	0		
Deepwater Warehouse	Fieldwood	83065.A		MR-GENERAL	S-SEAL, OD TYPE, E50189 HNBR MATL. MFR: FMC INDUSTRIES, PN: 48-500-146						2		0	0		
Deepwater Warehouse	Fieldwood	83066.A		MR-5-E	HOT STAB, WP=HS, 10K PSI. MFR: OCEANEERING, PN: A06280-F						1		0	0		
Deepwater Warehouse	Fieldwood	83067.A		MR-GENERAL	S SEAL, OD TYPE, 2.827 OD X .158 CS X .270. MFR: FMC INDUSTRIES, PN: P101811						3		0	0		
Deepwater Warehouse	Fieldwood	83068.A		MR-GENERAL	S SEAL, OD TYPE, 6.205/6.129 OD X 0.234 CS X .375 LG, E50159 85A DURO HIGH TEMP HNBR (NORSOK COMPLIANT) MATL, W/ 316 SS SPRINGS, .06 DIA COIL, USE SAME MOLD AS PN DP-48-1389. MFR: FMC INDUSTRIES, PN: P107332-0007						2		0	0		
Deepwater Warehouse	Fieldwood	83069.A		MR-GENERAL	S SEAL, OD TYPE, 5.215/5.185 OD X 0.234 CS X .375 LG, E50159 85A DURO HIGH TEMP HNBR (NORSOK COMPLIANT) MATL, W/ 316 SS SPRINGS, .06 DIA COIL. MFR: FMC INDUSTRIES, PN: P107335-0007						3		0	0		
Deepwater Warehouse	Fieldwood	83070.A		MR-GENERAL	S SEAL, OD TYPE, 2.889/2.898 OD X 0.234 CS X .375 LG, E50159 85A DURO HIGH TEMP HNBR (NORSOK COMPLIANT) MATL, W/ 316 SS SPRINGS, .06 DIA COIL, USE SAME MOLD AS PN 48-500-035. MFR: FMC INDUSTRIES, PN: P178205						4		0	0		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	83071.A		MR-GENERAL	5 SEAL, OD TYPE, 3.205/3.145 OD X 0.234 CS X .375 LG, E50189 90A DURO LOW HNBR MATL, W/ 316 SS SPRINGS, .06 COIL. MFR: FMC INDUSTRIES, PN: SP-48-14527						1		0	0		
Deepwater Warehouse	Fieldwood	83072.A		MW-R3-2	ACOUSTIC SAND DETECTOR WITH ODI CABLE, 6 WAY. MFR: CLAMPON, PN: 921-21120-003						1		0	0		
Deepwater Warehouse	Fieldwood	83073.A		MW-R3-2	CLAMP AND FUNNEL ASSEMBLY (WITH 4 HEX SCREWS/8 HEX NUTS). MFR: CLAMPON, 924-14122-001						1		0	0		
Deepwater Warehouse	Fieldwood	83074.A		MR-1-C	O-RING NITRILE 90A, 3/4 X 1 X 1/8. MFR: CAMERON, PN: 702640-21-01						4		0	0		
Deepwater Warehouse	Fieldwood	83075.A		MR-1-C	BACK-UP NITRILE 90A. MFR: CAMERON, PN: 042000-02-16						8		0	0		
Deepwater Warehouse	Fieldwood	83076.A		MR-1-C	O-RING NITRILE 90A, 11 1/2 X 11 3/4. MFR: CAMERON, PN: 702645-27-71						1		0	0		
Deepwater Warehouse	Fieldwood	83076.A		TRAINING ROOM 1	O-RING NITRILE 90A, 11 1/2 X 11 3/4. MFR: CAMERON, PN: 702645-27-71	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83078.A		MR-1-C	BACK UP NITRILE 90A. MFR: CAMERON, PN: 042000-02-49						16		0	0		
Deepwater Warehouse	Fieldwood	83079.A		MR-1-C	BACK UP NITRILE 90A. MFR: CAMERON, PN: 042000-02-22						2		0	0		
Deepwater Warehouse	Fieldwood	83080.A		MR-1-C	BACK UP NITRILE 90A. MFR: CAMERON, PN: 042000-02-31						8		0	0		
Deepwater Warehouse	Fieldwood	83081.A		MR-1-C	BACK UP NITRILE 90A. MFR: CAMERON, PN: 042000-02-51						8		0	0		
Deepwater Warehouse	Fieldwood	83082.A		MR-1-C	BACK UP NITRILE 90A. MFR: CAMERON, PN: 042000-02-30						8		0	0		
Deepwater Warehouse	Fieldwood	83083.A		MR-1-C	ALLOY SOCKET HEAD CAP SCREW, 5/16-18 X 5/8. MFR: CAMERON, PN: 702503-04-00-05						30		0	0		
Deepwater Warehouse	Fieldwood	83084.A		MR-1-C	FACE SEAL AND SEAL RING INSERT ASSEMBLY. MFR: CAMERON, PN: 140146-03-01-03						8		0	0		
Deepwater Warehouse	Fieldwood	83085.A		MR-1-C	FACE SEAL AND SEAL RING INSERT ASSEMBLY. MFR: CAMERON, PN: 140146-02-01-03						8		0	0		
Deepwater Warehouse	Fieldwood	83086.A		MR-1-C	SINGLE LIP OIL SEAL - SOLID, 1.125" SHAFT, 1.561" OD, 0.256" WIDTH, CRW1 DESIGN. MFR: CHICAGO RAWHIDE, PN: 701156						3		0	0		
Deepwater Warehouse	Fieldwood	83087.A		MR-1-C	O RING, SIZE AS-568-333 2.475 ID X 210 W 90D /MS-1078 NITRILE. MFR: CAMERON, PN: 702645-33-31 OBSOLETE						13		0	0		
Deepwater Warehouse	Fieldwood	83088.A		MR-1-C	BORE SEAL O-RINGS. MFR: SEAHORSE ENERGY, PN: 5-190001496-NC						6		0	0		
Deepwater Warehouse	Fieldwood	83089.A		MR-1-C	BACK UP NITRILE 90A. MFR: CAMERON, PN: 042000-03-80						14		0	0		
Deepwater Warehouse	Fieldwood	83090.A		MR-1-C	HEX SOCKET SET SCREW. MFR: CAMERON, PN: 2748045-01						8		0	0		
Deepwater Warehouse	Fieldwood	83090.A		TRAINING ROOM 1	HEX SOCKET SET SCREW. MFR: CAMERON, PN: 2748045-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				32		0	0		
Deepwater Warehouse	Fieldwood	83091.A		MR-1-C	HEX HEAD CAP SCREW GR. 5 PLAIN. MFR: CAMERON, PN: 702500-04-00-14						30		0	0		
Deepwater Warehouse	Fieldwood	83092.A		MR-1-C	O RING NITRILE 90A, 2 5/8 X 2 7/8 X 1. MFR: CAMERON, PN: 702645-23-11						4		0	0		
Deepwater Warehouse	Fieldwood	83093.A		MR-1-C	LOCKDOWN CHECK ASSEMBLY. PN: 2142055-01						1		0	0		
Deepwater Warehouse	Fieldwood	83094.A		MR-3-C	LTPC, 7 WAY, RECEPTACLE (SOCKET), TITANIUM. MFR: TELEDYNE, PN: 10125671	AFE FW193006	GENOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83095.A		MR-5-C	LTPC, 4 WAY DUMMY ROV COVER. MFR: TELEDYNE, PN: 10163041	AFE FW193006	GENOVESA				3		0	0		
Deepwater Warehouse	Fieldwood	83096.A		MW-AREA 6	ASSEMBLY, INTERNAL TREE CAP, 10K WP WITH MEC SEAL, 5.75 SSR PLUG PREP AND EXTENSION SLEEVE, G2 SPOOLTREE SYSTEM, MATERIAL CLASS EE-NL, PSI 3, TEMP CLASS 0 TO 350 DEG F. MFR: CAMERON, PN: 2055296-02-01, SN: 110407008	AFE FW193006	GENOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83097.A		MR-5-C	TEST PLUG, ROV FLYING TYPE, 7 WAY. MFR: TELEDYNE, PN: 10121121	AFE FW193006	GENOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83098.A		MR-3-C	TEST CONNECTOR, 7 WAY PLUG LOOPEO. MFR: TELEDYNE, PN: 10322678	AFE FW193006	GENOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83099.A		MR-3-C	TEST CONNECTOR, 7 WAY RECEPTACLE LOOPEO. MFR: TELEDYNE, PN: 10322677	AFE FW193006	GENOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83100.A		MW-R14-2	PRESSURE CAP JACKING TOOL. MFR: OCEANEERING, PN: 990701111	AFE FW193006	GENOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83101.A		MW-R14-2	D/A HOLL-O-CYLINDER, RRH 1003, 100 TON, D44 19000, 700 BAR, 10000 PSI. MFR: ENERPAC, PN: 990701100	AFE FW193006	GENOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83102.B		DWW-YARD-C-VAN HCU148137 2	ASSEMBLY, PRESSURE CAP, 8"-15K CVC, 6.392 SEAL BORE, LIFTING FRAME WITH PMT RECEPTACLE, 1.38 THICK PADEYES AND (8) ANODES, ROV PANEL (S & O), 3/8"-15K AUTOCLAVE BALL VALVE, 3/8" 10K/15K SINGLE PORT HOT STAB RECEPTACLE AND 3/8"-20K AUTOCLAVE ADAPTERS, INCONEL 625 TUBING; PSI-3; DNV 2.7-3 COMPLIANT; WOP 15,000 PSI; TEST PRESSURE 22,500 PSI. MFR: ONESUBSEA, PN: 2395693-03	AFE FW193006	GENOVESA			2		0	0			
Deepwater Warehouse	Fieldwood	83103.A		MR-1-E	DYE SPEC GREEN TRACER STICKS. MFR: JMN SPECIALTIES, PN: (BATCH) 181117	AFE FW193007	TROIKA				10		0	0		
Deepwater Warehouse	Fieldwood	83104.A		DWW-YARD-C-VAN HCU148137 2	TEX 5 SHORT TERM PRESSURE CAP, 15000 PSI, 40°F-120°F. MFR: TRENDSETTER, PN: A1014720	AFE FW193006	GENOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83105.A		MR-4-C	TEX 5 RING PRODUCTION GASKETS. MFR: TRENDSETTER, PN: A1006521	AFE FW193006	GENOVESA				8		0	0		
Deepwater Warehouse	Fieldwood	83105.B		MR-2-D	TEX 5 RING PRODUCTION GASKETS. MFR: TRENDSETTER, PN: A1006521						2		0	0		
Deepwater Warehouse	Fieldwood	83106.A		MR-3-C	12 WAY FEMALE. MFR: TELEDYNE, PN: 1062177-550						1		0	0		
Deepwater Warehouse	Fieldwood	83107.A		MW-AREA 1	OIL 90 DEGREE SFL TERMINATION FRAME, "COBRA HEAD". MFR: OCEANEERING, PN: 0432505						1		0	0		
Deepwater Warehouse	Fieldwood	83108.A		MW-AREA 2	RS-8 MALE COUPLERS. MFR: HUNTING ENERGY SERVICES, PN: RS-8-A-96-PK	AFE FW193006	GENOVESA				11		0	0		
Deepwater Warehouse	Fieldwood	83109.A		MW-AREA 2	RS-8 FEMALE COUPLERS. MFR: HUNTING ENERGY SERVICES, PN: RS-8-B-100-PK-PK2-C510	AFE FW193006	GENOVESA				10		0	0		
Deepwater Warehouse	Fieldwood	83110.A		MW-AREA 2	MONO COUPLER TEST FIXTURE, 5000 PSI. MFR: TRENDSETTER, PN: A1014948	AFE FW193006	GENOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83111.A		MW-AREA 2	MONO COUPLER CROWS FEET TORQUE ADAPTER. MFR: TRENDSETTER, PN: M1014981	AFE FW193006	GENOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83112.A		MW-AREA 2	BUTT-WELD ADAPTERS, 2507 SUPER DUPLEX. MFR: OCEAN EDGE, PN: FWE-1828-203	AFE FW193006	GENOVESA				5		0	0		
Deepwater Warehouse	Fieldwood	83113.A		MW-AREA 2	39" STICK, 3/8" OD X .065" WT, 2507 SUPER DUPLEX TUBING - HTH: 554168; LOT#: 000206052	AFE FW193006	GENOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83114.A		MW-AREA 4	M1 REMOVEABLE OB JUNCTION PLATE 14 WAY, M1 FIXED IB JUNCTION PLATE 14 WAY, INTERMEDIATE LOGIC CAP WELDMENT FRAME, 10K PSI (SPARE). MFR: OCEAN EDGE, PN: 1828-102 (INCOMPLETE)	AFE FW193006	GENOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83114.A		MW-AREA 4	M1 REMOVEABLE OB JUNCTION PLATE 14 WAY, M1 FIXED IB JUNCTION PLATE 14 WAY, INTERMEDIATE LOGIC CAP WELDMENT FRAME, 10K PSI (SPARE). MFR: OCEAN EDGE, PN: 1828-102 (COMPLETE)	AFE FW193006	GENOVESA				0		0	0		
Deepwater Warehouse	Fieldwood	83115.A		DWW-YARD	TRANSPORTATION FRAME FOR PW VX SS TYPE F2. MFR: ONESUBSEA	AFE FW193006	GENOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83116.A		OS-R2-S2	ASSY, 8"-15K 5-AX GASKET, W/ 2 DOVETAIL O-RING GROOVES, SPHERICAL SEALING SURFACE. MFR: CAMERON, PN: 2181646-08	AFE FW193006	GENOVESA				6		0	0		
Deepwater Warehouse	Fieldwood	83116.A		OS-R2-S2	ASSY, 8"-15K 5-AX GASKET, W/ 2 DOVETAIL O-RING GROOVES, SPHERICAL SEALING SURFACE. MFR: CAMERON, PN: 2181646-08	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83116.B		OS-R2-S2	ASSY, 8"-15K 5-AX GASKET, W/ 2 DOVETAIL O-RING GROOVES, SPHERICAL SEALING SURFACE. MFR: CAMERON, PN: 2181646-08	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83117.A		OS-R1-S1	TEST BODY, 8"-15K 5-AX TEST GASKET (6.417 ID), W/ 2X DOVETAIL O-RING GROOVES, SPHERICAL SEALING SURFACE. MFR: CAMERON, PN: 2274165-05	AFE FW193006	GENOVESA				6		0	0		
Deepwater Warehouse	Fieldwood	83117.B		OS-R1-S1	TEST BODY, 8"-15K 5-AX TEST GASKET (6.417 ID), W/ 2X DOVETAIL O-RING GROOVES, SPHERICAL SEALING SURFACE. MFR: CAMERON, PN: 2274165-05	AFE FW193006	GENOVESA				1		0	0		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	83118.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	RIGGING, 2 SHACKLES AND 1 MASTER LINK. MFR: CROSBY	AFF FW193006	GENOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83119.A			2" PRODUCTION GASKET, 15K, SMALL BORE CONNECTOR, -50-300 DEG. MFR: VANCO, PN: 2398316-02	AFF FW580018	KATMAI/OLROV/GE NOVESA				3		0	0		
Deepwater Warehouse	Fieldwood	83119.A		TRAINING ROOM 1	2" PRODUCTION GASKET, 15K, SMALL BORE CONNECTOR, -50-300 DEG. MFR: VANCO, PN: 2398316-02	AFF FW580018	KATMAI/OLROV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83120.A		MR-1-E	3" GASKET FOR API 6BX FLANGES. MFR: WOLAR, PN: BX 154	AFF FW193006	GENOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83121.A		MR-2-E	6" GREEN TEST GASKET, PTFE COATED, AISI 4140, STEEL. MFR: GRAYLOC, PN: 62	AFF FW193006	GENOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83122.A		MR-1-E	8X 156 (IRON) GASKET. MFR: KLINGER KLINGER SENTRY W 7 1/16", 15K (INCLUDES SLEEVES, WASHERS, BLIND PLUG), MATL: 316SS/THERMICA. MFR: KLINGER, PN: SEJNS-193221019	AFF FW193006	GENOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83123.A		MR-2-B	PLATE MOUNTING, MATL: A572 GR. 50, EPOXY PAINTED YELLOW. MFR: OCEANEERING, PN: 0503308	AFF FW183040	KATMAI				0		0	0		
Deepwater Warehouse	Fieldwood	83124.A		MW-R14-2	HOLD BACK CLAMP (DEEPSEA TECHNOLOGIES). MFR: OCEANEERING, PN: 197940- CLAMP						1		0	0		
Deepwater Warehouse	Fieldwood	83125.A		MW-R14-2	LIFTING TOOL, GA AND LOM, PLATE BOTTOM AND TOP BOTH API 2H GRADE 50, BAR SUPPORT 1 1/4" BUN, 650MM LG, PLATE MOUNT. MFR: OCEANEERING, PN: 0503007						1		0	0		
Deepwater Warehouse	Fieldwood	83126.A		MW-R14-2	TOPSIDE TERMINATION ASSEMBLY, BOM ITEM 200. MFR: AKER SOLUTIONS, PN: 10317190						1		0	0		
Deepwater Warehouse	Fieldwood	83127.A		MW-R6-2	TOPSIDE TERMINATION GA AND LOM. MFR: OCEANEERING, PN: 0499240	AFF FW193007	TROIKA				1		0	0		
Deepwater Warehouse	Fieldwood	83128.A		MW-R9-2	SFL PARKING POSTS ASSEMBLY. MFR: OCEANEERING, PN: 0404092	AFF FW193006	GENOVESA				3		0	0		
Deepwater Warehouse	Fieldwood	83129.A		MW-AREA 1	STUDS & NUTS, (459) 1 3/8" X 10"						459		0	0		
Deepwater Warehouse	Fieldwood	83130.A		MW-AREA 2	STUDS & NUTS, (140) 1 3/8" X 9"						140		0	0		
Deepwater Warehouse	Fieldwood	83131.A		MW-AREA 2	STUDS & NUTS, (118) 1" X 6.75"						118		0	0		
Deepwater Warehouse	Fieldwood	83132.A		MW-AREA 2	STUDS & NUTS, (288) 7/8" X 5.75"						288		0	0		
Deepwater Warehouse	Fieldwood	83133.A		MR-1-B	TEX 5 RING TEST GASKET. MFR: TRENDSETER, PN: A1006521						2		0	0		
Deepwater Warehouse	Fieldwood	83134.A		MW-AREA 2	STUDS & NUTS, (16) 1 1/2" X 10 3/8"						16		0	0		
Deepwater Warehouse	Fieldwood	83135.A		MR-2-D	TEX 5 RING TEST GASKET. MFR: TRENDSETER, PN: A1006521						1		0	0		
Deepwater Warehouse	Fieldwood	83136.A		OS-R3-52	SPANNER WRENCH, BUMUS-41397. MFR: OCEANEERING, PN: 0506953-1								0	0		
Deepwater Warehouse	Fieldwood	83137.A		OS-R3-52	HOT STAB. MFR: OCEANEERING, PN: A05320-H								0	0		
Deepwater Warehouse	Fieldwood	83138.A		OS-R3-52	HOT STAB. MFR: OCEANEERING, PN: A06282								0	0		
Deepwater Warehouse	Fieldwood	83139.A		OS-R3-52	HOT STAB. MFR: OCEANEERING, PN: A05320-G								0	0		
Deepwater Warehouse	Fieldwood	83140.A		MR-4-D	1 5/8"-8X10 A 320 L7M, ALL THREAD STUD, ZINC PLATED. MFR: AKER, PN: 10326674						10		0	0		
Deepwater Warehouse	Fieldwood	83141.A		MR-4-D	WASHER, FLAT, 1 1/2" ID, CS FLZN. MFR: AKER, PN: 10078196						8		0	0		
Deepwater Warehouse	Fieldwood	83142.A		MR-4-D	WASHER, LOCK, INTERNAL TOOTHED, 1 1/2" ID. MFR: AKER, PN: 10031049						10		0	0		
Deepwater Warehouse	Fieldwood	83143.A		MR-4-D	1 1/2-8 A194 2H NUTS, DOMESTIC, ZINC PLATED. MFR: AKER, PN: 1021500						20		0	0		
Deepwater Warehouse	Fieldwood	83144.A		MR-4-D	WASHER, INTERNAL TOOTH LOCK, TYPE A, 7/8". MFR: AKER, PN: 10048234						10		0	0		
Deepwater Warehouse	Fieldwood	83145.A		MR-4-D	3/4"-10 X 1 A320 L7M HUY HEX BOLT, ZINC PLATED, DOMESTIC. MFR: AKER, PN: 10323751						4		0	0		
Deepwater Warehouse	Fieldwood	83146.A		MR-4-D	SHCS, 1/2" - 13UNC X 2.5", L7M, ELZN. MFR: AKER, PN: 10323753						2		0	0		
Deepwater Warehouse	Fieldwood	83147.A		MR-4-D	1/4" - 20 X 1/2 PAN HEAD PHILLIPS MACHINE SCREWS, ZINC PLATED, DOMESTIC. MFR: AKER, PN: 10016851						4		0	0		
Deepwater Warehouse	Fieldwood	83148.A		MR-4-D	NUT, HEX, 1/2" - 13 UNC. MFR: AKER, PN: 10190004						2		0	0		
Deepwater Warehouse	Fieldwood	83149.A		MR-4-D	NUT, HEX, HEAVY, 7/8" - 9 UNC. MFR: AKER, PN: 10120510						6		0	0		
Deepwater Warehouse	Fieldwood	83150.A		MR-4-D	7/8" - 9 X 5 A320 L7M HUY HEX BOLT, ZINC PLATED, DOMESTIC. MFR: AKER, PN: 10323752						6		0	0		
Deepwater Warehouse	Fieldwood	83151.A		MW-AREA 6	BOLT, 1/2-13 UNC X 4" HXHD. 316. MFR: ABCO SUBSEA, PN: 5002.68						9		0	0		
Deepwater Warehouse	Fieldwood	83152.A		MW-AREA 6	NUT, 1/2-13 UNC NYLOCK, 316. MFR: ABCO SUBSEA, PN: 5000.89						9		0	0		
Deepwater Warehouse	Fieldwood	83153.A		MW-AREA 6	WASHER, 1/2 MS-819 (1 3/8 OD X 11 THK), 316. MFR: ABCO SUBSEA, PN: 5002.80						18		0	0		
Deepwater Warehouse	Fieldwood	83154.A		MR-GENERAL	VBR (VERTEBRAE BEND RESTRICTORS). MFR: WHITEFIELD PLASTICS, PN: 7187234VBRHD						1		0	0		
Deepwater Warehouse	Fieldwood	83155.A		MW-AREA 6	M7 VBR FLANGE, 5.96" ID X 22" PL, PU 85-D YELLOW. MFR: ABCO SUBSEA, PN: 0502297						1		0	0		
Deepwater Warehouse	Fieldwood	83156.A		MW-AREA 6	M7 VBR SEGMENT 6" ID, 412" LBR, 3.5 DEG. RA, PU 85D YELLOW. MFR: ABCO SUBSEA, PN: 0502298						1		0	0		
Deepwater Warehouse	Fieldwood	83157.A		MW-AREA 6	M7 VBR CAP, 6" ID, PU 85D YELLOW. MFR: ABCO SUBSEA, PN: 0502299						1		0	0		
Deepwater Warehouse	Fieldwood	83158.A		MR-GENERAL	OEM HYDRAULIC COUPLER ASSY, SPECIALTY. MFR: HUNTING ENERGY SERVICES, PN: P207411						2		0	0		
Deepwater Warehouse	Fieldwood	83159.A		MR-GENERAL	SEAL, METAL C-RING, INCONEL 71, 33.07MM OD X 2.39MM. MFR: FMC TECHNOLOGIES, PN: P206958	AFF FW205014	GUNFLINT				2		0	0		
Deepwater Warehouse	Fieldwood	83160.A		MR-GENERAL	METAL SEAL, MSBMS-II-UD BODY, F/ 5-15K HANGER, INCONEL 625, SILVER PLATED, 4.686 OD X 3.913 ID, 0.450 LG, F/ HALLIBURTON CROWN PLUG. MFR: FMC TECHNOLOGIES, PN: P1000011680	AFF FW205014	GUNFLINT				1		0	0		
Deepwater Warehouse	Fieldwood	83161.A		MR-GENERAL	METAL SEAL, MSBMS-II-UD BODY, F/ 5-15K HANGER, INCONEL 625, SILVER PLATED, 4.988 OD X 4.217 ID, 0.450 LG, F/ HALLIBURTON CROWN PLUG. MFR: FMC TECHNOLOGIES, PN: P1000011678	AFF FW205014	GUNFLINT				1		0	0		
Deepwater Warehouse	Fieldwood	83162.A		MR-GENERAL	S-SEAL, OD TYPE, NON STD GEOMETRY, 1.506/1.494 OD X 0.140 CS X 0.185 LG, W/ 316 SS SPRINGS, .06 DIA COIL, USE SAME MOLD AS 48-500-232. MFR: FMC TECHNOLOGIES, PN: DP-48-4279	AFF FW205014	GUNFLINT				2		0	0		
Deepwater Warehouse	Fieldwood	83163.A		MR-GENERAL	S-SEAL, ID TYPE, 13.707/13.653 OD X 0.300 CS X 0.516 LG, E50159 90A DURO HIGH TEMP HNBR (NORSOK COMPLIANT) MATL, W/ COAXIAL COMPOSITE & ELGILOY SPRINGS, .09 & .06 DIA COILS, USE SAME MOLD AS, P/N P106191-0003. MFR: FMC TECHNOLOGIES, PN: P182166	AFF FW205014	GUNFLINT				1		0	0		
Deepwater Warehouse	Fieldwood	83164.A		MR-GENERAL	S-SEAL, B TYPE EXTERNAL, NON STD GEOMETRY, 15.155/15.065 OD X 0.330 CS X 0.531 LG, W/ COAXIAL COMPOSITE & ELGILOY SPRINGS, .09 & .06 DIA COILS. MFR: FMC TECHNOLOGIES, PN: P1000009444	AFF FW205014	GUNFLINT				1		0	0		
Deepwater Warehouse	Fieldwood	83165.A		MR-GENERAL	S-SEAL, OD TYPE, 14.794 / 14.706 OD X 0.500 CS X .555 LG, E50159 85A DURO HIGH TEMP HNBR (NORSOK COMPLIANT) MATL, W/ COAXIAL COMPOSITE & ELGILOY SPRINGS, .09 DIA COIL. MFR: FMC TECHNOLOGIES, PN: P182168	AFF FW205014	GUNFLINT				1		0	0		
Deepwater Warehouse	Fieldwood	83166.A		MR-5-D	TEX-2 625 PRODUCTION GASKET, MFR: TRENDSETER, PN: TSN902285						1		0	0		
Deepwater Warehouse	Fieldwood	83167.A		MR-5-D	TEST GASKET, INCONEL-718, PTFE COATING, M21700. MFR: DESTEC ENGINEERING, PN: HD80 21698						6		0	0		
Deepwater Warehouse	Fieldwood	83168.A		MR-GENERAL	1" X 10" RATCHET TIE DOWN SET (PACK OF 4), 1500 LB. MAX, 500 LB. WLL. MFR: ERICKSON, PN: 31352						2		0	0		
Deepwater Warehouse	Fieldwood	83169.A		MW-AREA 4	GUIDE AND LOCKING FUNNEL, UH-575/550, MALE, 15K. MFR: UNITECH, PN: 27324/0						1		0	0		
Deepwater Warehouse	Fieldwood	83170.A		MW-AREA 4	ANTI ROTATION FORK, UH-550, ROV OPERATED. MFR: UNITECH, PN: 8142/E						1		0	0		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	83171.A		MW-AREA 4	MQC 12/12 FEMALE TERMINATOR BRAVO. MFR: UNITECH, PN: G04-3988-05-21255 #01						1		0	0		
Deepwater Warehouse	Fieldwood	83172.A		MW-AREA 6	UH-550, F-7.500 2" CONNECTOR, FEMALE PART. MFR: UNITECH, PN: G02-7011-8090/931/0900						1		0	0		
Deepwater Warehouse	Fieldwood	83173.A		MW-AREA 6	MQC 12/10 MALE INCL. UH-107 WITH 3/8" NPTF. MFR: UNITECH, PN: G04-3953-05-21522-04						1		0	0		
Deepwater Warehouse	Fieldwood	83174.A		MW-AREA 6	MQC 12/10 MALE INCL. UH-107 WITH 3/8" NPTF. MFR: UNITECH, PN: G04-3953-05-21522-03						1		0	0		
Deepwater Warehouse	Fieldwood	83175.A		MR-3-B	RETAINER, GASKET SEAL. MFR: VANCO, PN: 2124583-01 REV. B01						13		0	0		
Deepwater Warehouse	Fieldwood	83176.A		MW-AREA 4	UH-575 FEMALE WITH 2" SCH XXS PIPE - 15000 PSI. MFR: UNITECH, PN: G02-1187-09-25379-A #01						1		0	0		
Deepwater Warehouse	Fieldwood	83177.A		MW-AREA 4	FLUSHING MQC, INBOARD, 4 WAY, 1-1. MFR: AKER, PN: 10151348 REV 01/01						1		0	0		
Deepwater Warehouse	Fieldwood	83178.A		MW-AREA 4	J-PLATE ASSY, LTC, 8-L. MFR: AKER, PN: 10017646 REV 02						1		0	0		
Deepwater Warehouse	Fieldwood	83179.A		OS-R3-S2	M/D LINER DEBRIS CAP 18 3/8", MATL: 65300 - POLYETHYLENE. MFR: PRECISION FLUOROCARBON INC., PN: 2035503-02						2		0	0		
Deepwater Warehouse	Fieldwood	83180.A		MW-AREA 1	18-3/4" VX RING GASKET, 316 SS. MFR: X-CEL AMP, PN: 111227-1						1		0	0		
Deepwater Warehouse	Fieldwood	83181.A		BW-NEP-AREA	ICE MAKER (MODEL KDT0400A-161) AND ICE STORAGE BIN (MODEL K400). MFR: MANITOWOC FOODSERVICE, INC.		NEPTUNE				1		0	0		
Deepwater Warehouse	Fieldwood	83182.A		MR-GENERAL	FIRE EXTINGUISHER BOX, FOR NEPTUNE, VK 826		NEPTUNE				1		0	0		
Deepwater Warehouse	Fieldwood	83183.A		OS-GENERAL	STRUCTURAL FRP TANK. MFR: PENTAIR, PN: CH90646-02010101-30		NEPTUNE				1		0	0		
Deepwater Warehouse	Fieldwood	83184.A		OS-GENERAL	STRUCTURAL FRP TANK. MFR: UNKNOWN		NEPTUNE				1		0	0		
Deepwater Warehouse	Fieldwood	83185.A		OS-GENERAL	NAV-AID FRESNEL LENS FOR MAX LUMINA MARINE SIGNAL LANTERN, 300 MM. MFR: TIDELAND, PN: ML-300		NEPTUNE				1		0	0		
Deepwater Warehouse	Fieldwood	83185.B		OS-GENERAL	NAV-AID FRESNEL LENS FOR MAX LUMINA MARINE SIGNAL LANTERN, 300 MM. MFR: TIDELAND, PN: ML-300		NEPTUNE				1		0	0		
Deepwater Warehouse	Fieldwood	83186.A		BW-NEP-AREA	METHANOL PUMP MOTOR, 20V 120W. MFR: MARATHON, PN: 284TTGN407698B		NEPTUNE				1		0	0		
Deepwater Warehouse	Fieldwood	83187.A		BW-NEP-AREA	STEEL ENGINE PULLER		NEPTUNE				1		0	0		
Deepwater Warehouse	Fieldwood	83188.A		MW-AREA 1	GASKET, 10" -15M, SEAL PLATE. MCPAC. MFR: VANCO, PN: 2124579-02		NEPTUNE				1		0	0		
Deepwater Warehouse	Fieldwood	83189.A		MR-1-E	ST RG RETAINER/BUSHING ASSY. MFR: FISHER, PN: 25A6683X072						1		0	0		
Deepwater Warehouse	Fieldwood	83190.A		OS-R3-S2	GENERAL SERVICE GAUGE, 0-5000 PSI, 316 SST TUBE AND SOCKET. MFR: MARSH, PN: 097975						1		0	0		
Deepwater Warehouse	Fieldwood	83191.B		OS-R3-S2	XMAS TREE GAUGE, 0-5000 PSI, AISI 316 TUBE AND SOCKET. MFR: ASHCROFT						1		0	0		
Deepwater Warehouse	Fieldwood	83192.A		MW-AREA 5	UH-550 MALE TEST 2" STAB CONNECTOR RECEPTACLE. MFR: UNITECH, PN: G02-3995-05-21440-02						1		0	0		
Deepwater Warehouse	Fieldwood	83193.A		MW-AREA 5	MQC 2 MALE TERMINATOR ALPHA GENERAL ARRANGEMENT AND INTERFACE. MFR: UNITECH, PN: 21747						2		0	0		
Deepwater Warehouse	Fieldwood	83194.A		OS-GENERAL	ISOLATION NEEDLE VALVE (TREE MOUNTED), 10K WP, 3/4 TURN, 0.359 BORE, 4 BOLT BX151 CONNECTION, MATL CLASS 'FF', TEMP RATING -20 TO 140 DEG F, API6A & 17D, PSL-3, NACE MR-01-75, ASME VIII/DIV2, OLIVER. MFR: ONESUBSEA, PN: 2205741-04						1		0	0		
Deepwater Warehouse	Fieldwood	83195.A		MW-R9-3	OUTER JACKET REPAIR KIT (TAPE, WELDER, ROD, SANDING ROLL, FILE, HEAT GUN, SCOURER, CUTTER). MFR: OCEANEERING, PN: VARIOUS		TROIKA				1		0	0		
Deepwater Warehouse	Fieldwood	83196.A		MW-AREA 3	3.75" BLANK EXTENSION, 12' LONG. MFR: HUNTING ENERGY SERVICES						1		0	0		
Deepwater Warehouse	Fieldwood	83197.A		BW-AREA 1	M1 REMOVABLE LOGIC CROSSOVER PLATE, 14 WAY, 3 LINES. MFR: OCEANEERING, PN: 0508204		KATMAI				1		0	0		
Deepwater Warehouse	Fieldwood	83198.A		DWW-YARD-C-VAN PBIU4095260	CENTRAMAX CENTRALIZER SUB, RT1, 11.875", 71.8#, 140KSI MYS, TH513, MFR: INNOVEX, PN: RT1-302-9901-0324-0016		ORLOV				14		0	0		
Deepwater Warehouse	Fieldwood	83198.A		DWW-YARD-C-VAN HJCU148137	CENTRAMAX CENTRALIZER SUB, RT1, 11.875", 71.8#, 140KSI MYS, TH513, MFR: INNOVEX, PN: RT1-302-9901-0324-0016		ORLOV				4		0	0		
Deepwater Warehouse	Fieldwood	83198.A		DWW-YARD-C-VAN MOTU 045905745G1	CENTRAMAX CENTRALIZER SUB, RT1, 11.875", 71.8#, 140KSI MYS, TH513, MFR: INNOVEX, PN: RT1-302-9901-0324-0016		ORLOV				4		0	0		
Deepwater Warehouse	Fieldwood	83199.A		DWW-YARD-C-VAN PBIU4095260	CENTRAMAX CENTRALIZER SUB, PT1, 18.00" 117#, VAM HD-L Q125HP. MFR: INNOVEX, PN: PT1-457-5803-0504-0009		GENOVESA				6		0	0		
Deepwater Warehouse	Fieldwood	83199.A		DWW-YARD-C-VAN 43342242G1	CENTRAMAX CENTRALIZER SUB, PT1, 18.00" 117#, VAM HD-L Q125HP. MFR: INNOVEX, PN: PT1-457-5803-0504-0009		GENOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83200.A		MW-AREA 4	GUIDE SHOE, 7 3/4" TSH 523, NON-DOPELESS, 46.1# Q125/140Y F1009. MFR: BLACKHAWK, PN: 0114055 A		GENOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83201.A		MW-AREA 4	STOP COLLAR, 22" LO HD DBL, STSC R CS. MFR: LEGACY, PN: 6026022		KATMAI				117		0	0		
Deepwater Warehouse	Fieldwood	83202.A		MW-AREA 4	CENTRALIZER, BOW SPRING 22 STR LO LPWLD 85R 31.62 OD CS. MFR: LEGACY, PN: 1108522		KATMAI				18		0	0		
Deepwater Warehouse	Fieldwood	83203.A		MW-AREA 4	7 3/4" 46.1# FLOAT COLLAR, TH523 DL ATRB. MFR: INNOVEX, PN: 735-197-9901-0326		KATMAI				1		0	0		
Deepwater Warehouse	Fieldwood	83204.A		MW-AREA 4	7 3/4" 46.1# FLOAT COLLAR, TH523 DL AFRB TBRO Q12. MFR: INNOVEX, PN: 735-197-0901-0344-ATAB		KATMAI				1		0	0		
Deepwater Warehouse	Fieldwood	83205.A		MW-AREA 4	7 3/4" 46.1# REAMER SHOE. MFR: INNOVEX, PN: 704-197-0901-0326-210		KATMAI				1		0	0		
Deepwater Warehouse	Fieldwood	83206.A		BW-AREA 3	10 3/4" TSH WEDGE, MAC II CROSSOVER, DOPELESS, 85.3-97.1#. MFR: TENARIS, PN: K&B-011811-050						4		0	0		
Deepwater Warehouse	Fieldwood	83207.A		TRAINING ROOM 1	SEAL BODY, TYPE K-SEAL F/ 17.500 DIA BORE. MFR: ONESUBSEA, PN: 2091059-03-01	AFE FW580018	KATMAI/ORLOV/GENOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83208.A		OS-R1-S2	ROC RAMPING GAUGE SIMULATOR, SUPPLY VOLTAGE 36-48V, GAUGE CURRENT 6-108MA, RS232 SERIAL CONNECTOR. MFR: WELL DYNAMICS (HALLIBURTON), PN: 9650-6052		KATMAI/ORLOV/GENOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83209.A		OS-R1-S2	SUBSEA CHEMICAL INJECTION METERING VALVE SIMULATOR, 100-240 VAC, 50/60 HZ, 24VDC. MFR: SKOFLO, PN: 100322-L200-CAN-FL		KATMAI/ORLOV/GENOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83210.A		OS-R1-S2	PERSONAL COMPUTER FOR FLOWMETER GAUGE SIMULATION SYSTEM. MFR: PANASONIC TOUGHBOOK, PN: CF-54FX128VM		KATMAI/ORLOV/GENOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83211.A		MW-AREA 4	CVC CONNECTOR, USED FOR PIG RECEIVER LAUNCHER (PRL) CONNECTION. MFR: ONESUBSEA, PN: 50269708H1-02	AFE FW183040	KATMAI				1		0	0		
Deepwater Warehouse	Fieldwood	83212.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	GENERIC EL ROV LTC 4/7/12 UC0VERNS 4/7/12-WAY BULKHEAD ROV RECEPTACLE WITH PADDLE HANDLES. MFR: TELEDYNE, PN: 2185425-04-09	AFE FW580018	KATMAI/ORLOV/GENOVESA				3		0	0		
Deepwater Warehouse	Fieldwood	83213.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	GENERIC EL ROV LOOP, 12 PIN, MALE. MFR: TELEDYNE, PN: 2197088-41-11	AFE FW580018	KATMAI/ORLOV/GENOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83214.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	GENERIC EL ROV PARK, 4/7/12P W/O INS, MATL: TITANIUM. MFR: TELEDYNE, PN: 2197088-37-05	AFE FW580018	KATMAI/ORLOV/GENOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83215.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	OSS BARROW, STAB PLATE DUMMY, 12 WAY ELECTRICAL FEMALE. MFR: ONESUBSEA, PN: 223521-42-02	AFE FW580018	KATMAI/ORLOV/GENOVESA				2		0	0		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	83216.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING FOR 4.375 SSR W/ 1 ISOLATION SLEEVE. MFR: ONESUBSEA, PN: 2749294-01	AFF FW580018	KATMAI/ORLOV/GE NOVESA				12			0	0	
Deepwater Warehouse	Fieldwood	83216.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING FOR 4.375 SSR W/ 1 ISOLATION SLEEVE. MFR: ONESUBSEA, PN: 2749294-01	AFF FW580018	KATMAI/ORLOV/GE NOVESA				8			0	0	
Deepwater Warehouse	Fieldwood	83217.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	MECHANICAL SPARES, 4.375 SS WIRELINE ISOLATION SLEEVE. MFR: ONESUBSEA, PN: 2166284-02	AFF FW580018	KATMAI/ORLOV/GE NOVESA				2			0	0	
Deepwater Warehouse	Fieldwood	83217.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	MECHANICAL SPARES, 4.375 SS WIRELINE ISOLATION SLEEVE. MFR: ONESUBSEA, PN: 2166284-02	AFF FW580018	KATMAI/ORLOV/GE NOVESA				3			0	0	
Deepwater Warehouse	Fieldwood	83218.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SPRING, OD: 0.720", WIRE: 0.112", LENGTH: 1.5", SPRING RATE: 158.5 LB/IN, MATL: 302 SS. MFR: ONESUBSEA, PN: 2748415-01	AFF FW580018	KATMAI/ORLOV/GE NOVESA				4			0	0	
Deepwater Warehouse	Fieldwood	83218.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SPRING, OD: 0.720", WIRE: 0.112", LENGTH: 1.5", SPRING RATE: 158.5 LB/IN, MATL: 302 SS. MFR: ONESUBSEA, PN: 2748415-01	AFF FW580018	KATMAI/ORLOV/GE NOVESA				4			0	0	
Deepwater Warehouse	Fieldwood	83219.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	METAL SEAL RING, 4.375", SSR WL PLUG. MFR: ONESUBSEA, PN: 2748650-01	AFF FW580018	KATMAI/ORLOV/GE NOVESA				3			0	0	
Deepwater Warehouse	Fieldwood	83219.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	METAL SEAL RING, 4.375", SSR WL PLUG. MFR: ONESUBSEA, PN: 2748650-01	AFF FW580018	KATMAI/ORLOV/GE NOVESA				3			0	0	
Deepwater Warehouse	Fieldwood	83220.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SPRING, CPRSM, 1.25 X .970 OD X 3.5 SST, ENDS GROUND, 44.2 LB/IN RATE, 11.4 ACTIVE COILS, 13.4 TOTAL COILS. MFR: ONESUBSEA, PN: 2748264-01	AFF FW580018	KATMAI/ORLOV/GE NOVESA				8			0	0	
Deepwater Warehouse	Fieldwood	83221.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SPARES, 8"-15K 5-AX PRODUCTION GASKET (KIT). MFR: ONESUBSEA, PN: 2500896-03	AFF FW580018	KATMAI/ORLOV/GE NOVESA				3			0	0	
Deepwater Warehouse	Fieldwood	83222.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SPARES, 8"-15K CVC OUTBOARD CONNECTORS (KIT). MFR: ONESUBSEA, PN: 2500896-01	AFF FW580018	KATMAI/ORLOV/GE NOVESA				1			0	0	
Deepwater Warehouse	Fieldwood	83223.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	BACK UP RING, SIZE 124, 1.268 ID X 1.440 OD NITRILE, PARBAK 8-SERIES. MFR: ONESUBSEA, PN: 042000-01-24	AFF FW580018	KATMAI/ORLOV/GE NOVESA				48			0	0	
Deepwater Warehouse	Fieldwood	83223.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	BACK UP RING, SIZE 124, 1.268 ID X 1.440 OD NITRILE, PARBAK 8-SERIES. MFR: ONESUBSEA, PN: 042000-01-24	AFF FW580018	KATMAI/ORLOV/GE NOVESA				98			0	0	
Deepwater Warehouse	Fieldwood	83224.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SPACER, PEEK LIP SEAL, HYDRAULIC STAB, G2, SPOOL TREE SYSTEM. MFR: ONESUBSEA, PN: 2142381-02	AFF FW580018	KATMAI/ORLOV/GE NOVESA				24			0	0	
Deepwater Warehouse	Fieldwood	83225.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE AS-568-125, 1.299 ID X 1.03W, MATL: GREEN TWEED, CHEMRAZ, OR DU PONT - KALREZ 4079. MFR: ONESUBSEA, PN: 2731180-01	AFF FW580018	KATMAI/ORLOV/GE NOVESA				3			0	0	
Deepwater Warehouse	Fieldwood	83225.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE AS-568-125, 1.299 ID X 1.03W, MATL: GREEN TWEED, CHEMRAZ, OR DU PONT - KALREZ 4079. MFR: ONESUBSEA, PN: 2731180-01	AFF FW580018	KATMAI/ORLOV/GE NOVESA				3			0	0	
Deepwater Warehouse	Fieldwood	83226.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	BACK UP RING, SIZE 125, VIRGIN PEEK MATERIAL, SCARF CUT. MFR: ONESUBSEA, PN: 2749304-01	AFF FW580018	KATMAI/ORLOV/GE NOVESA				6			0	0	
Deepwater Warehouse	Fieldwood	83226.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	BACK UP RING, SIZE 125, VIRGIN PEEK MATERIAL, SCARF CUT. MFR: ONESUBSEA, PN: 2749304-01	AFF FW580018	KATMAI/ORLOV/GE NOVESA				5			0	0	
Deepwater Warehouse	Fieldwood	83228.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	BACK UP RING, SIZE 454, 12.524 ID X 12.996 OD NITRILE, PARBAK 8 SERIES. MFR: ONESUBSEA, PN: 042000-04-54	AFF FW580018	KATMAI/ORLOV/GE NOVESA				6			0	0	
Deepwater Warehouse	Fieldwood	83228.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	BACK UP RING, SIZE 454, 12.524 ID X 12.996 OD NITRILE, PARBAK 8 SERIES. MFR: ONESUBSEA, PN: 042000-04-54	AFF FW580018	KATMAI/ORLOV/GE NOVESA				12			0	0	
Deepwater Warehouse	Fieldwood	83229.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	BACK UP RING, SIZE 208, VIRGIN PEEK MATERIAL, SCARF CUT. MFR: ONESUBSEA, PN: 2748250-01	AFF FW580018	KATMAI/ORLOV/GE NOVESA				120			0	0	
Deepwater Warehouse	Fieldwood	83229.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	BACK UP RING, SIZE 208, VIRGIN PEEK MATERIAL, SCARF CUT. MFR: ONESUBSEA, PN: 2748250-01	AFF FW580018	KATMAI/ORLOV/GE NOVESA				214			0	0	
Deepwater Warehouse	Fieldwood	83230.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O RING, SIZE AS-568-115, .674 ID X .103W 900/MS-1078, NITRILEPKG AND QUAL. MFR: ONESUBSEA, PN: 702645-11-51	AFF FW580018	KATMAI/ORLOV/GE NOVESA				24			0	0	
Deepwater Warehouse	Fieldwood	83230.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O RING, SIZE AS-568-115, .674 ID X .103W 900/MS-1078, NITRILEPKG AND QUAL. MFR: ONESUBSEA, PN: 702645-11-51	AFF FW580018	KATMAI/ORLOV/GE NOVESA				89			0	0	
Deepwater Warehouse	Fieldwood	83231.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O RING, 348, CHEMRAZ 526, GREEN TWEED. MFR: ONESUBSEA, PN: 2748686-01	AFF FW580018	KATMAI/ORLOV/GE NOVESA				3			0	0	
Deepwater Warehouse	Fieldwood	83231.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O RING, 348, CHEMRAZ 526, GREEN TWEED. MFR: ONESUBSEA, PN: 2748686-01	AFF FW580018	KATMAI/ORLOV/GE NOVESA				1			0	0	
Deepwater Warehouse	Fieldwood	83232.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	BACK UP RING, 115, .702 INCH ID X .874 INCH OD, DUROMETER 90, NITRILE, PARBAK 8-SERIES. MFR: ONESUBSEA, PN: 042000-01-15	AFF FW580018	KATMAI/ORLOV/GE NOVESA				94			0	0	
Deepwater Warehouse	Fieldwood	83233.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SPACER RING, PEEK LIP SEAL, HYDRSTAB, G2 SPOOLTREE SYSTEM. MFR: ONESUBSEA, PN: 2142790-01	AFF FW580018	KATMAI/ORLOV/GE NOVESA				48			0	0	
Deepwater Warehouse	Fieldwood	83233.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SPACER RING, PEEK LIP SEAL, HYDRSTAB, G2 SPOOLTREE SYSTEM. MFR: ONESUBSEA, PN: 2142790-01	AFF FW580018	KATMAI/ORLOV/GE NOVESA				77			0	0	
Deepwater Warehouse	Fieldwood	83234.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	KEY, RECTRACTABLE ORIENTATION, INTERNAL TREE CAP, SPOOLTREE SYSTEM, 10K, AISI 4130 LAS, FLUROPOLYMER, API 6A 20TH ED, API 17D 2ND ED. MFR: ONESUBSEA, PN: 2155928-01-01	AFF FW580018	KATMAI/ORLOV/GE NOVESA				1			0	0	
Deepwater Warehouse	Fieldwood	83234.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	KEY, RECTRACTABLE ORIENTATION, INTERNAL TREE CAP, SPOOLTREE SYSTEM, 10K, AISI 4130 LAS, FLUROPOLYMER, API 6A 20TH ED, API 17D 2ND ED. MFR: ONESUBSEA, PN: 2155928-01-01	AFF FW580018	KATMAI/ORLOV/GE NOVESA				2			0	0	
Deepwater Warehouse	Fieldwood	83235.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	LIP SEAL, AXIAL FOR .852 DIA BOREX .666 DIA ROD, PEEK W/ ELGILOYSPRING. MFR: ONESUBSEA, PN: 2748243-01	AFF FW580018	KATMAI/ORLOV/GE NOVESA				72			0	0	
Deepwater Warehouse	Fieldwood	83235.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	LIP SEAL, AXIAL FOR .852 DIA BOREX .666 DIA ROD, PEEK W/ ELGILOYSPRING. MFR: ONESUBSEA, PN: 2748243-01	AFF FW580018	KATMAI/ORLOV/GE NOVESA				124			0	0	
Deepwater Warehouse	Fieldwood	83236.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O RING, SIZE AS-568-120, .987 ID X .103 W 850, MS-001068 CAMLAST " PKG AND QUAL/CAMERON	AFF FW580018	KATMAI/ORLOV/GE NOVESA				3			0	0	
Deepwater Warehouse	Fieldwood	83237.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	VEE PACKING RING, 4.375" WL PLUG. MFR: ONESUBSEA, PN: 2748806-01	AFF FW580018	KATMAI/ORLOV/GE NOVESA				6			0	0	
Deepwater Warehouse	Fieldwood	83237.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	VEE PACKING RING, 4.375" WL PLUG. MFR: ONESUBSEA, PN: 2748806-01	AFF FW580018	KATMAI/ORLOV/GE NOVESA				20			0	0	



Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	83238.A		TRAINING ROOM 1 DWW-YARD-C-VAN	SHEAR PIN, .616/.614 DIA X 1.0 LGHALF KNURL BRASS #464. MFR: ONESUBSEA, PN: 263134-17	AFE FW580018	KATMAI/ORLOV/GE NOVESA				12		0	0		
Deepwater Warehouse	Fieldwood	83239.A		TTNU977610145G1 (CLIMATE CONTROLLED)	BACK UP RING, SIZE 381, 12.028 ID X 12.394 OD NITRILE PARBAK 8-SERIES. MFR: ONESUBSEA, PN: 042000-03-81	AFE FW580018	KATMAI/ORLOV/GE NOVESA				6		0	0		
Deepwater Warehouse	Fieldwood	83239.A		TRAINING ROOM 1 DWW-YARD-C-VAN	BACK UP RING, SIZE 381, 12.028 ID X 12.394 OD NITRILE PARBAK 8-SERIES. MFR: ONESUBSEA, PN: 042000-03-81	AFE FW580018	KATMAI/ORLOV/GE NOVESA				6		0	0		
Deepwater Warehouse	Fieldwood	83240.A		TTNU977610145G1 (CLIMATE CONTROLLED)	O RING, SIZE AS-568-381, 11.975 ID X 210 W 900 / MS-1078, NITRILEPKG AND QUAL/CW 702645. MFR: ONESUBSEA, PN: 702645-38-11	AFE FW580018	KATMAI/ORLOV/GE NOVESA				18		0	0		
Deepwater Warehouse	Fieldwood	83240.A		TRAINING ROOM 1 DWW-YARD-C-VAN	O RING, SIZE AS-568-381, 11.975 ID X 210 W 900 / MS-1078, NITRILEPKG AND QUAL/CW 702645. MFR: ONESUBSEA, PN: 702645-38-11	AFE FW580018	KATMAI/ORLOV/GE NOVESA				14		0	0		
Deepwater Warehouse	Fieldwood	83241.A		TTNU977610145G1 (CLIMATE CONTROLLED)	O RING, SIZE AS-568-208, .609 ID X .139 W, 850/MS-001131, DUROCAM PKG AND QUAL/CAMERON 702647. MFR: ONESUBSEA, PN: 702647-20-85	AFE FW580018	KATMAI/ORLOV/GE NOVESA				102		0	0		
Deepwater Warehouse	Fieldwood	83241.A		TRAINING ROOM 1 DWW-YARD-C-VAN	O RING, SIZE AS-568-208, .609 ID X .139 W, 850/MS-001131, DUROCAM PKG AND QUAL/CAMERON 702647. MFR: ONESUBSEA, PN: 702647-20-85	AFE FW580018	KATMAI/ORLOV/GE NOVESA				116		0	0		
Deepwater Warehouse	Fieldwood	83242.A		TTNU977610145G1 (CLIMATE CONTROLLED)	BACK UP RING, SIZE 353. 5.028 ID X 5.394 OD NITRILE PARBAK 8 SERIES. MFR: ONESUBSEA, PN: 042000-03-53	AFE FW580018	KATMAI/ORLOV/GE NOVESA				8		0	0		
Deepwater Warehouse	Fieldwood	83243.A		TTNU977610145G1 (CLIMATE CONTROLLED)	PLUG, AFO, LEE CO, .375-24, MP35NNACE, MR0175. MFR: ONESUBSEA, PN: 2826603-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				7		0	0		
Deepwater Warehouse	Fieldwood	83244.A		TTNU977610145G1 (CLIMATE CONTROLLED)	O RING, SPECIAL, 12.14 ID X 12.56 OD X 0.228 HT, HNB RUBBER, 95 DURO, N4007-95. MFR: ONESUBSEA, PN: 2788002-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				8		0	0		
Deepwater Warehouse	Fieldwood	83244.A		TRAINING ROOM 1 DWW-YARD-C-VAN	O RING, SPECIAL, 12.14 ID X 12.56 OD X 0.228 HT, HNB RUBBER, 95 DURO, N4007-95. MFR: ONESUBSEA, PN: 2788002-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83245.A		TTNU977610145G1 (CLIMATE CONTROLLED)	BACK UP RING, SIZE 360 INNER DIAMETER, 5.903 INCH, OUTER DIAMETER, 6.269 INCH, NITRILE, PARBAK 8 SERIES. MFR: ONESUBSEA, PN: 042000-03-60	AFE FW580018	KATMAI/ORLOV/GE NOVESA				7		0	0		
Deepwater Warehouse	Fieldwood	83246.A		MR-2-B DWW-YARD-C-VAN	SEAL BODY, TYPE K SEAL, F/12.675 DIA BORE. MFR: ONESUBSEA, PN: 2091059-05-01		GUNFLINT				1		0	0		
Deepwater Warehouse	Fieldwood	83246.A		TTNU977610145G1 (CLIMATE CONTROLLED)	SEAL BODY, TYPE K SEAL, F/12.675 DIA BORE. MFR: ONESUBSEA, PN: 2091059-05-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83247.A		TTNU977610145G1 (CLIMATE CONTROLLED)	GENERIC EFL 12P TO 12S TP 60M, CONNECTOR HOUSING MTL: TITANIUM, MFR: ONESUBSEA, PN: 2197088-51-22	AFE FW580018	KATMAI/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83247.B		MW-AREA 2	GENERIC EFL 12P TO 12S TP 60M, CONNECTOR HOUSING MTL: TITANIUM, MFR: ONESUBSEA, PN: 2197088-51-22	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83248.A		MW-AREA 6	ASSEMBLY, TREE DEBRIS CAP, G2/G3 SPOOL TREE SYSTEM, WITH H4 VETCO MANDREL PROFILE TOP. MFR: ONESUBSEA, PN: 2181899-14	AFE FW580018	KATMAI/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83249.A		TTNU977610145G1 (CLIMATE CONTROLLED)	ASSEMBLY, 8"-15K S-A-X TEST GASKET (6.417 ID), W/ 2X DOVETAIL, O-RING GROOVES, SPHERICAL SEALING SURFACE. MFR: ONESUBSEA, PN: 2274164-05	AFE FW580018	KATMAI/ORLOV/GE NOVESA				8		0	0		
Deepwater Warehouse	Fieldwood	83249.B		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	ASSEMBLY, 8"-15K S-A-X TEST GASKET (6.417 ID), W/ 2X DOVETAIL, O-RING GROOVES, SPHERICAL SEALING SURFACE. MFR: ONESUBSEA, PN: 2274164-05	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83250.A		TTNU977610145G1 (CLIMATE CONTROLLED)	REPLACEMENT SEAL KIT, G3 SPOOLTREE SYSTEM. MFR: ONESUBSEA, PN: 2341915-01-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83251.A		MR-4-C	SPARES, 8"-15K CVC PRESSURE CAP (ELASTOMERIC SEAL). MFR: ONESUBSEA, PN: 2500896-05	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83252.A		MR-2-B	SPARES, 8"-15K CVC MTM PRESSURE CAP. MFR: ONESUBSEA, PN: 2500896-06	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83252.A		TRAINING ROOM 1	SPARES, 8"-15K CVC MTM PRESSURE CAP. MFR: ONESUBSEA, PN: 2500896-06	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83253.A		MW-AREA 6	MQC, PLATE, OB, TEST/FLUSH, 12 WAY, AKS. MFR: ONESUBSEA, PN: CM-018106-14	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83254.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SPECIAL GASKET, CIW, AX/VX, SYMMETRICAL DESIGN TO FIT 18 3/4" 10K VETCO (VX), HOUSING CONNECTION, 316SS, WITH O-RING GROOVES, SILVER PLATED. MFR: ONESUBSEA, PN: 2235142-02	AFE FW580018	KATMAI/ORLOV/GE NOVESA				6		0	0		
Deepwater Warehouse	Fieldwood	83255.A		TTNU977610145G1 (CLIMATE CONTROLLED)	(KIT) - SPARES, ROUTINE, RECEIVED GOOD REPAIR INTERNAL TREE CAP WITH K-SEAL, 15K, SPOOL TREE SYSTEM.	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83256.A		MW-AREA 6	MARINE GROWTH COVER, 1 1/3 WAY FOR PARKING PLATES. MFR: ONESUBSEA, PN: 223532-29	AFE FW580018	KATMAI/ORLOV/GE NOVESA				6		0	0		
Deepwater Warehouse	Fieldwood	83257.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SPECIAL GASKET, CIW, SPHERICAL, AX/VX, SYMMETRIC DESIGN TO FIT 18 3/4" 10K VETCO VVX HOUSING CONNECTION, 316SS, NO RESILIENT RINGS, SILVER PLATED. MFR: ONESUBSEA, PN: 2235142-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				3		0	0		
Deepwater Warehouse	Fieldwood	83258.A		MW-AREA 6	FWEXAT - INTENSIFIER FREE STAB PLATE, 6/0 WON TREE. MFR: ONESUBSEA, PN: 223520-67	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83259.A		TTNU977610145G1 (CLIMATE CONTROLLED)	GENERIC T&F PLATE FOR FREE PLATE, 1 1/3 WAY. MFR: ONESUBSEA, PN: 223518-69	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83260.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	GENERIC ASSY PTT, 15K W/HARNES 6MM, 12 WAY PIN. MFR: ONESUBSEA, PN: 223367-79	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83261.A		MW-AREA 6	ASSEMBLY, FOR FAT, INTERNAL TREE CAP, G3 SPOOLTREE SYSTEM, 10K, MEC SEAL WITHOUT K-SEAL, 4.767 IN ELMAR WIRELING PLUG PREP, EXTENSION SLEEVE, SPRINGLOADED KEY AND DEBRIS SLOTS. MFR: ONESUBSEA, PN: 2180719-32	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83262.A		MW-AREA 6	GENERIC, T&F PLATE FOR FIXED PLATE, 20/0 WAY. MFR: ONESUBSEA, 223520-71	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83263.A		MR-2-B	SEAL, METAL END CAP SEAL, 17.832" NOM SEAL BORE. MFR: ONESUBSEA, PN: 647438-15-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83263.A		TRAINING ROOM 1 DWW-YARD-C-VAN	SEAL, METAL END CAP SEAL, 17.832" NOM SEAL BORE. MFR: ONESUBSEA, PN: 647438-15-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83264.A		TTNU977610145G1 (CLIMATE CONTROLLED)	METAL END CAP SEAL, 13.188/13.191 SEAL BORE WITH OD BUMP AND SQUARE END CAPS. MFR: ONESUBSEA, PN: 2026350-07-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				4		0	0		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	83265.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	M1 FIXED JUNCTION PLATE. 14 WAY, 11 X 1/2 IN RS-NV TO M9, 3 X 1 IN RS-NV TO M9, ASSEMBLY. MFR: OCEANEERING, PN: 166370-001	AFE FW183040	KATMAI				1		0	0		
Deepwater Warehouse	Fieldwood	83266.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	REMOVABLE IWOCs, TH, 14 WAY, 9 X 1/2 IN RS, 3 X 1 RS LINES, ASSEMBLY. MFR: OCEANEERING, PN: 0510989 SN: 165617-001	AFE FW183040	KATMAI				1		0	0		
Deepwater Warehouse	Fieldwood	83266.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	REMOVABLE IWOCs, TH, 14 WAY, 9 X 1/2 IN RS, 3 X 1 RS LINES, ASSEMBLY. MFR: OCEANEERING, PN: 0510989 SN: 165618-001	AFE FW183040	KATMAI				1		0	0		
Deepwater Warehouse	Fieldwood	83267.A		MW-AREA 4	INBOARD PLATE, 14 WAY. MFR: OCEANEERING, PN: 0428794 REV A	AFE FW205014	GUNFLINT				1		0	0		
Deepwater Warehouse	Fieldwood	83268.A		MW-AREA 4	BEND RESTRICTOR. MFR: OCEANEERING, NO PN	AFE FW205014	GUNFLINT				1		0	0		
Deepwater Warehouse	Fieldwood	83269.A		MR-1-C	FEMALE COUPLER. MFR: OCEANEERING, PN: 0428079	AFE FW205014	GUNFLINT				2		0	0		
Deepwater Warehouse	Fieldwood	83270.B		MR-1-C	FEMALE COUPLER. MFR: OCEANEERING, PN: 0437828	AFE FW205014	GUNFLINT				2		0	0		
Deepwater Warehouse	Fieldwood	83271.A		MW-AREA 4	REMEDIATION PANEL FOR M1 PLATE. MFR: OCEANEERING, PN: NONE.	AFE FW205014	GUNFLINT				1		0	0		
Deepwater Warehouse	Fieldwood	83272.A		MW-AREA 6	BACKUP HANGER ASSEMBLY. MFR: OES, PN: 2301984-07-01, SN: 500026436-1 (3' X 17' PALLET)		KATMAI				1		0	0		
Deepwater Warehouse	Fieldwood	83272.A		MW-AREA 5	BACKUP HANGER ASSEMBLY. MFR: OES, PN: 2301984-07-01, SN: 121452425-1 (3' X 10' PALLET)		KATMAI				1		0	0		
Deepwater Warehouse	Fieldwood	83273.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	CC-SEAL, .888 OD X .640 ID X .124 CS. MFR: ONESUBSEA, PN: 2248632-02	AFE FWS80018	KATMAI/ORLOV/GE NOVESA				382		0	0		
Deepwater Warehouse	Fieldwood	83274.A		MR-1-B	SPLIT LOAD RING, FOR 4.883" NOM RLH-2. MFR: ONESUBSEA, PN: 2216807-12		KATMAI				1		0	0		
Deepwater Warehouse	Fieldwood	83275.A		MR-1-B	UPPER LOAD RING, 5.25 WIRELINE PLUG. MFR: ONESUBSEA, PN: 2216807-34		KATMAI				1		0	0		
Deepwater Warehouse	Fieldwood	83276.A		MR-GENERAL	CPI COUPLER, MALE 1/2, RS, STD. MFR: AKER SOLUTIONS, PN: 10329147	AFE FWS80018	KATMAI/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83277.A		MR-GENERAL	CPI RS - 8 FEMALE TEST COUPLER. MFR: AKER SOLUTIONS, PN: 10330273	AFE FWS80018	KATMAI/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83278.A		MR-GENERAL	CPI 1/2" MALE RS COUPLER WITH FITTINGS. MFR: AKER SOLUTIONS, PN: 10264287	AFE FWS80018	KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83279.A		MW-AREA 4	13 TON CRANE, 4 PIECES. MFR: CORE LIFTING, PN: 27687		GC-65				1		0	0		
Deepwater Warehouse	Fieldwood	83280.A		DWW-YARD	3 1/2" X 20' SLING, 102 TONS, VERTICAL. SN: HOU-058482-002	AFE FW205014	GUNFLINT				1		0	0		
Deepwater Warehouse	Fieldwood	83281.A		DWW-YARD	3 1/2" X 20' SLING, 102 TONS, VERTICAL. SN: HOU-058482-001	AFE FW205014	GUNFLINT				1		0	0		
Deepwater Warehouse	Fieldwood	83282.A		DWW-YARD	3" X 20' SLING, 77 TONS, VERTICAL. SN: 7106191, SN: HOU-05723-001	AFE FW205014	GUNFLINT				1		0	0		
Deepwater Warehouse	Fieldwood	83283.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	BACK UP RING, SIZE 023, 1.080 ID. MFR: ONESUBSEA, PN: 042000-00-23	AFE FWS80018	KATMAI/ORLOV/GE NOVESA				24		0	0		
Deepwater Warehouse	Fieldwood	83283.A		TRAINING ROOM 1	BACK UP RING, SIZE 023, 1.080 ID. MFR: ONESUBSEA, PN: 042000-00-23	AFE FWS80018	KATMAI/ORLOV/GE NOVESA				6		0	0		
Deepwater Warehouse	Fieldwood	83285.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	BACK UP RING, 1.020 +/- .004 ID. MFR: ONESUBSEA, PN: 2748250-38	AFE FWS80018	KATMAI/ORLOV/GE NOVESA				72		0	0		
Deepwater Warehouse	Fieldwood	83286.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	B-PORT BACK UP RING, SIZE 318, 1.013 ID. MFR: ONESUBSEA, PN: 042000-03-18	AFE FWS80018	KATMAI/ORLOV/GE NOVESA				20		0	0		
Deepwater Warehouse	Fieldwood	83287.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	B-PORT BACK UP RING, SIZE 323, 1.316 ID. MFR: ONESUBSEA, PN: 042000-03-23	AFE FWS80018	KATMAI/ORLOV/GE NOVESA				20		0	0		
Deepwater Warehouse	Fieldwood	83288.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE AS 568-323, 1.287 ID. MFR: ONESUBSEA, PN: 702645-32-31	AFE FWS80018	KATMAI/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83288.A		TRAINING ROOM 1	O-RING, SIZE AS 568-323, 1.287 ID. MFR: ONESUBSEA, PN: 702645-32-31	AFE FWS80018	KATMAI/ORLOV/GE NOVESA				12		0	0		
Deepwater Warehouse	Fieldwood	83289.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	B-PORT SEAL, O-RING, SIZE AS 568-318, .975 ID. MFR: ONESUBSEA, PN: 702645-31-81	AFE FWS80018	KATMAI/ORLOV/GE NOVESA				12		0	0		
Deepwater Warehouse	Fieldwood	83290.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE AS 568-013, .426 ID. MFR: ONESUBSEA, PN: 702647-01-31	AFE FWS80018	KATMAI/ORLOV/GE NOVESA				12		0	0		
Deepwater Warehouse	Fieldwood	83291.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SHEAR SCREW FOR SSR PROTECTION. MFR: ONESUBSEA, PN: 2748059-01	AFE FWS80018	KATMAI/ORLOV/GE NOVESA				12		0	0		
Deepwater Warehouse	Fieldwood	83291.A		TRAINING ROOM 1	SHEAR SCREW FOR SSR PROTECTION. MFR: ONESUBSEA, PN: 2748059-01	AFE FWS80018	KATMAI/ORLOV/GE NOVESA				12		0	0		
Deepwater Warehouse	Fieldwood	83292.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	BACK UP RING, SIZE 206, .518 ID. MFR: ONESUBSEA, PN: 2748250-10	AFE FWS80018	KATMAI/ORLOV/GE NOVESA				312		0	0		
Deepwater Warehouse	Fieldwood	83293.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O RING, SIZE AS 568-023, 1.051 ID. MFR: ONESUBSEA, PN: 702645-02-31	AFE FWS80018	KATMAI/ORLOV/GE NOVESA				12		0	0		
Deepwater Warehouse	Fieldwood	83293.A		TRAINING ROOM 1	O RING, SIZE AS 568-023, 1.051 ID. MFR: ONESUBSEA, PN: 702645-02-31	AFE FWS80018	KATMAI/ORLOV/GE NOVESA				9		0	0		
Deepwater Warehouse	Fieldwood	83294.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SOCKET SET SCREW FOR SSR W/L PLUG. MFR: ONESUBSEA, PN: 2748047-01	AFE FWS80018	KATMAI/ORLOV/GE NOVESA				3		0	0		
Deepwater Warehouse	Fieldwood	83295.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	COMPRESSION SPRING FOR SSR W/L PLUG. MFR: ONESUBSEA, PN: 2748049-01	AFE FWS80018	KATMAI/ORLOV/GE NOVESA				16		0	0		
Deepwater Warehouse	Fieldwood	83295.A		TRAINING ROOM 1	COMPRESSION SPRING FOR SSR W/L PLUG. MFR: ONESUBSEA, PN: 2748049-01	AFE FWS80018	KATMAI/ORLOV/GE NOVESA				16		0	0		
Deepwater Warehouse	Fieldwood	83296.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	LOCKING INSERT FOR SSR W/L PLUG. MFR: ONESUBSEA, PN: 2748048-01	AFE FWS80018	KATMAI/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83296.A		TRAINING ROOM 1	LOCKING INSERT FOR SSR W/L PLUG. MFR: ONESUBSEA, PN: 2748048-01	AFE FWS80018	KATMAI/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83297.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	BULLET FOR SSR W/L PLUG. MFR: ONESUBSEA, PN: 2748044-01	AFE FWS80018	KATMAI/ORLOV/GE NOVESA				16		0	0		
Deepwater Warehouse	Fieldwood	83297.A		TRAINING ROOM 1	BULLET FOR SSR W/L PLUG. MFR: ONESUBSEA, PN: 2748044-01	AFE FWS80018	KATMAI/ORLOV/GE NOVESA				16		0	0		
Deepwater Warehouse	Fieldwood	83298.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	BUTTON HD CREW. MFR: ONESUBSEA, PN: 2359600-01	AFE FWS80018	KATMAI/ORLOV/GE NOVESA				4		0	0		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	83299.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	STAB SUB, CONTROL LINE, THRT. MFR: ONESUBSEA, PN: 2229924-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				2			0	0	
Deepwater Warehouse	Fieldwood	83300.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	TENSILE SCREW, UPPER, MECHANICAL. MFR: ONESUBSEA, PN: 262393-06	AFE FW580018	KATMAI/ORLOV/GE NOVESA				24			0	0	
Deepwater Warehouse	Fieldwood	83301.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SHEAR PIN, DIA. .434 X 2.30 LG. MFR: ONESUBSEA, PN: 2155653-03	AFE FW580018	KATMAI/ORLOV/GE NOVESA				6			0	0	
Deepwater Warehouse	Fieldwood	83301.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SHEAR PIN, DIA. .434 X 2.30 LG. MFR: ONESUBSEA, PN: 2155653-03	AFE FW580018	KATMAI/ORLOV/GE NOVESA				6			0	0	
Deepwater Warehouse	Fieldwood	83302.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	ASSEMBLY, SEAL SLEEVE, 15K THRT. MFR: ONESUBSEA, PN: 2340873-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				2			0	0	
Deepwater Warehouse	Fieldwood	83303.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SCR 12 PT CAP, .625-11 X 1.250 B7 ZN PL. MFR: ONESUBSEA, PN: 702585-14-00-12	AFE FW580018	KATMAI/ORLOV/GE NOVESA				2			0	0	
Deepwater Warehouse	Fieldwood	83304.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SHEAR PIN, G2 BORE PROTECTOR, NAVAL. MFR: ONESUBSEA, PN: 2155653-02	AFE FW580018	KATMAI/ORLOV/GE NOVESA				9			0	0	
Deepwater Warehouse	Fieldwood	83305.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	GRUB SCREW, UPPER WIRELINE PLUG. MFR: ONESUBSEA, PN: 2359600-32	AFE FW580018	KATMAI/ORLOV/GE NOVESA				3			0	0	
Deepwater Warehouse	Fieldwood	83306.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	VEE PACKING RING FOR SSR HVP0-090. MFR: ONESUBSEA, PN: 2748052-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				6			0	0	
Deepwater Warehouse	Fieldwood	83307.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	LOCKING WIRE, WIRELINE, ISOLATION SLEEVE. MFR: ONESUBSEA, PN: 2359600-30	AFE FW580018	KATMAI/ORLOV/GE NOVESA				4			0	0	
Deepwater Warehouse	Fieldwood	83308.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	S SEAL, FOR USE IN 8.125" +/- .002 BORE. MFR: ONESUBSEA, PN: 2731494-03-02	AFE FW580018	KATMAI/ORLOV/GE NOVESA				6			0	0	
Deepwater Warehouse	Fieldwood	83309.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, WIRELINE PLUG. MFR: ONESUBSEA, PN: 2749897-08	AFE FW580018	KATMAI/ORLOV/GE NOVESA				3			0	0	
Deepwater Warehouse	Fieldwood	83310.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	RING, SCARF CUT, PEEK. MFR: ONESUBSEA, PN: 2329622-03	AFE FW580018	KATMAI/ORLOV/GE NOVESA				36			0	0	
Deepwater Warehouse	Fieldwood	83310.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	RING, SCARF CUT, PEEK. MFR: ONESUBSEA, PN: 2329622-03	AFE FW580018	KATMAI/ORLOV/GE NOVESA				12			0	0	
Deepwater Warehouse	Fieldwood	83311.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SCREW. MFR: ONESUBSEA, PN: 263134-18	AFE FW580018	KATMAI/ORLOV/GE NOVESA				12			0	0	
Deepwater Warehouse	Fieldwood	83311.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SCREW. MFR: ONESUBSEA, PN: 263134-18	AFE FW580018	KATMAI/ORLOV/GE NOVESA				48			0	0	
Deepwater Warehouse	Fieldwood	83312.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING. MFR: ONESUBSEA, PN: 041259-12-01-02	AFE FW580018	KATMAI/ORLOV/GE NOVESA				2			0	0	
Deepwater Warehouse	Fieldwood	83313.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE A5-568-07. MFR: ONESUBSEA, PN: 702647-00-71	AFE FW580018	KATMAI/ORLOV/GE NOVESA				12			0	0	
Deepwater Warehouse	Fieldwood	83314.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SUB ASSEMBLY CONTROL RECEPTACLE. MFR: ONESUBSEA, PN: 2141634-11	AFE FW580018	KATMAI/ORLOV/GE NOVESA				2			0	0	
Deepwater Warehouse	Fieldwood	83315.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	POLYPAK, TYPE "B" SEAL. MFR: ONESUBSEA, PN: 2731344-02	AFE FW580018	KATMAI/ORLOV/GE NOVESA				4			0	0	
Deepwater Warehouse	Fieldwood	83316.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	MACHINED S SEAL, 8.125" BORE, WITH GROOVE. MFR: ONESUBSEA, PN: 2788005-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				14			0	0	
Deepwater Warehouse	Fieldwood	83316.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	MACHINED S SEAL, 8.125" BORE, WITH GROOVE. MFR: ONESUBSEA, PN: 2788005-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				3			0	0	
Deepwater Warehouse	Fieldwood	83317.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SEAL RING, 10.000 ID X 1.750 OD X .375. MFR: ONESUBSEA, PN: 2731381-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				6			0	0	
Deepwater Warehouse	Fieldwood	83318.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE A5-568-451, 10.975 ID. MFR: ONESUBSEA, PN: 702647-45-11	AFE FW580018	KATMAI/ORLOV/GE NOVESA				15			0	0	
Deepwater Warehouse	Fieldwood	83318.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE A5-568-451, 10.975 ID. MFR: ONESUBSEA, PN: 702647-45-11	AFE FW580018	KATMAI/ORLOV/GE NOVESA				3			0	0	
Deepwater Warehouse	Fieldwood	83319.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SEAL RING, 16.25 ID X 17.00 OD X .375. MFR: ONESUBSEA, PN: 2731382-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				8			0	0	
Deepwater Warehouse	Fieldwood	83319.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SEAL RING, 16.25 ID X 17.00 OD X .375. MFR: ONESUBSEA, PN: 2731382-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				8			0	0	
Deepwater Warehouse	Fieldwood	83320.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SEAL RING, 10.000 ID X 10.750 OD X .75. MFR: ONESUBSEA, PN: 2731381-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				6			0	0	
Deepwater Warehouse	Fieldwood	83321.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SEAL RING, 12.139 ID X 12.889 OD X .375. MFR: ONESUBSEA, PN: 2731383-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				4			0	0	
Deepwater Warehouse	Fieldwood	83322.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING. MFR: ONESUBSEA, PN: 702645-37-21	AFE FW580018	KATMAI/ORLOV/GE NOVESA				2			0	0	
Deepwater Warehouse	Fieldwood	83323.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, .275 W X 15.955 ID X. MFR: ONESUBSEA, PN: 702647-46-11	AFE FW580018	KATMAI/ORLOV/GE NOVESA				6			0	0	
Deepwater Warehouse	Fieldwood	83324.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	BACK UP RING, 11.426 +/- .006 ID X .221. MFR: ONESUBSEA, PN: 2748250-19	AFE FW580018	KATMAI/ORLOV/GE NOVESA				30			0	0	
Deepwater Warehouse	Fieldwood	83325.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE A5-568-383, 13.975 ID. MFR: ONESUBSEA, PN: 702645-38-31	AFE FW580018	KATMAI/ORLOV/GE NOVESA				4			0	0	
Deepwater Warehouse	Fieldwood	83325.A		TRAINING ROOM 1	O-RING, SIZE A5-568-383, 13.975 ID. MFR: ONESUBSEA, PN: 702645-38-31	AFE FW580018	KATMAI/ORLOV/GE NOVESA				6			0	0	

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	83326.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE A5-568-369, 7.975 ID. MFR: ONESUBSEA, PN: 702645-36-95	AFE FW580018	KATMAI/ORLOV/GE NOVESA				8		0	0		
Deepwater Warehouse	Fieldwood	83327.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SOCKET SHOULDER SCREW. MFR: ONESUBSEA, PN: 2302607-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83328.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	VEE PKG RING, GREEN TWEED. MFR: ONESUBSEA, PN: 2748051-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				18		0	0		
Deepwater Warehouse	Fieldwood	83329.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	5 SEAL FOR USE IN 8.125" +/- .002 BORE. MFR: ONESUBSEA, PN: 2731494-03-02	AFE FW580018	KATMAI/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83330.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING V1238-95 VITON O RING, SIZE 2-161. MFR: ONESUBSEA, PN: 2788847-02	AFE FW580018	KATMAI/ORLOV/GE NOVESA				9		0	0		
Deepwater Warehouse	Fieldwood	83331.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SEAL RING, 11.50 ID X 12.25 OD. MFR: ONESUBSEA, PN: 2708129	AFE FW580018	KATMAI/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83332.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE A5-568-007. MFR: ONESUBSEA, PN: 702647-00-71	AFE FW580018	KATMAI/ORLOV/GE NOVESA				11		0	0		
Deepwater Warehouse	Fieldwood	83333.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE 1 X 1 3/16. MFR: ONESUBSEA, PN: 702645-12-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				25		0	0		
Deepwater Warehouse	Fieldwood	83334.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	PLUG ADAPTER RING FIR 5.750" UPPER WL. MFR: ONESUBSEA, PN: 2736043-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				6		0	0		
Deepwater Warehouse	Fieldwood	83335.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	COUPLER SEAL KITS. MFR: ONESUBSEA.	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83336.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SEAL KIT. MFR: ONESUBSEA, PN: 2500869-13	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83337.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	KEY, TBG HGR RUNNING TOOL, G2 SPOOL. MFR: ONESUBSEA, PN: 2141681-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83338.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SPLIT RING, CC SEAL, 15L CONTROL LINE STAB. MFR: ONESUBSEA, PN: 2247889-02		GUNFLINT				32		0	0		
Deepwater Warehouse	Fieldwood	83338.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SPLIT RING, CC SEAL, 15L CONTROL LINE STAB. MFR: ONESUBSEA, PN: 2247889-02	AFE FW580018	KATMAI/ORLOV/GE NOVESA				32		0	0		
Deepwater Warehouse	Fieldwood	83339.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	STOP RING, CC SEAL, 15K CONTROL LINE STAB. MFR: ONESUBSEA, PN: 2253158-02		GUNFLINT				64		0	0		
Deepwater Warehouse	Fieldwood	83340.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	RETAINER NUT, SHEAR PIN, ACTUATOR RING, ISOLATION SLEEVE. MFR: ONESUBSEA, PN: 2141470-02		GUNFLINT				2		0	0		
Deepwater Warehouse	Fieldwood	83340.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	RETAINER NUT, SHEAR PIN, ACTUATOR RING, ISOLATION SLEEVE. MFR: ONESUBSEA, PN: 2141470-02	AFE FW580018	KATMAI/ORLOV/GE NOVESA				10		0	0		
Deepwater Warehouse	Fieldwood	83341.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O RING, SIZE A5-568-451, 10.975 ID X .275 W 900/MS-1078. MFR: ONESUBSEA, PN: 702645-45-11		GUNFLINT				1		0	0		
Deepwater Warehouse	Fieldwood	83341.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O RING, SIZE A5-568-451, 10.975 ID X .275 W 900/MS-1078. MFR: ONESUBSEA, PN: 702645-45-11	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83341.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O RING, SIZE A5-568-451, 10.975 ID X .275 W 900/MS-1078. MFR: ONESUBSEA, PN: 702645-45-11	AFE FW580018	KATMAI/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83342.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SPARE FOR WIRELINE TOOLS. MFR: ONESUBSEA, PN: 2359600-10	AFE FW580018	KATMAI/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83343.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SPARE FOR WIRELINE TOOLS. MFR: ONESUBSEA, PN: 2359600-14		GUNFLINT				4		0	0		
Deepwater Warehouse	Fieldwood	83343.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SPARE FOR WIRELINE TOOLS. MFR: ONESUBSEA, PN: 2359600-14	AFE FW580018	KATMAI/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83344.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	RETAINER RING, CC SEAL, 15K CONTROL LINE STAB. MFR: ONESUBSEA, PN: 2247895-02		GUNFLINT				32		0	0		
Deepwater Warehouse	Fieldwood	83344.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	RETAINER RING, CC SEAL, 15K CONTROL LINE STAB. MFR: ONESUBSEA, PN: 2247895-02	AFE FW580018	KATMAI/ORLOV/GE NOVESA				32		0	0		
Deepwater Warehouse	Fieldwood	83345.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SEAL METAL END CAP, 17.030 IN SEAL BORE, DUAL ELASTOMER, 15K WP. MFR: ONESUBSEA, PN: 2289651-09		GUNFLINT				6		0	0		
Deepwater Warehouse	Fieldwood	83346.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SEAL METAL END CAP, 13.190 IN SEAL BORE, DUAL. MFR: ONESUBSEA, PN: 2289651-05		GUNFLINT				3		0	0		
Deepwater Warehouse	Fieldwood	83346.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SEAL METAL END CAP, 13.190 IN SEAL BORE, DUAL. MFR: ONESUBSEA, PN: 2289651-05	AFE FW580018	KATMAI/ORLOV/GE NOVESA				5		0	0		
Deepwater Warehouse	Fieldwood	83347.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SUPPORT PLATE, SEAL GASKET W/ HYD TBG PREP, CLAMP/SEAL PLATE ASSY. MFR: ONESUBSEA, PN: 2099256-03	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83348.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SUPPORT PLATE, SEAL GASKET, W/O HYD TUBING PREP, CLAMP/SEAL PLATE ASSY. MFR: ONESUBSEA, PN: 2099256-04	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83349.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	ASSY, WIRELINE PLUG, 5.75 IN NOM, 15K WP, RLH (5.284 IN SEAL BORE) PRIMARY METAL SEAL, SLS (5.319 IN SEAL BORE) SECONDARY PTFE BACKUP SEAL, TEMP CLASS. MFR: ONESUBSEA, PN: 2394981-02	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83350.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SEAL BODY. MFR: ONESUBSEA, PN: 2091059-06-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1		0	0		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	83350.A		TRAINING ROOM 1	SEAL BODY. MFR: ONESUBSEA, PN: 2091059-06-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83351.A		DWW-YARD	GC-45 A-FRAME 001, 40K LBS. 16 PIECES.		BULLWINKLE				1		0	0		
Deepwater Warehouse	Fieldwood	83352.A		MW-AREA 1	SOV-1019 PARTS IN CRATE.		BULLWINKLE				1		0	0		
Deepwater Warehouse	Fieldwood	83353.A		DWW-YARD	SFL 40M, 11 LINES, 11/3-9/3 WAY MAIN SUTA TO PXT K2. MFR: ONESUBSEA, PN: 223475-78-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83354.C		MW-AREA 3	FIRE PUMP, 250 HP @ 1760 RPM, 6/5 RATIO RATIO. MFR: RANDOLPH, SN: R1508123. 2 PIECES.	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83355.A		DWW-YARD	FIBERGLASS PIPING (FOR FIRE PUMP).	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83356.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	GASKET, RING, 18 3/4 VETCO TYPE VX-2, 15K PSI MWP, 316 SS. MFR: ONESUBSEA, PN: 2731061-04	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83357.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	METAL END CAP SEAL, 13.25 NOM SEAL. MFR: ONESUBSEA, PN: 647438-14-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				3		0	0		
Deepwater Warehouse	Fieldwood	83357.A		TRAINING ROOM 1 DWW-YARD-C-VAN	METAL END CAP SEAL, 13.25 NOM SEAL. MFR: ONESUBSEA, PN: 647438-14-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				5		0	0		
Deepwater Warehouse	Fieldwood	83358.A		TTNU977610145G1 (CLIMATE CONTROLLED)	TENSILE PEN FOR MECHANICAL INTERNAL TREECAP RUNNING TOOL. MFR: ONESUBSEA, PN: 262393-04	AFE FW580018	KATMAI/ORLOV/GE NOVESA				12		0	0		
Deepwater Warehouse	Fieldwood	83358.A		TRAINING ROOM 1 DWW-YARD-C-VAN	TENSILE PEN FOR MECHANICAL INTERNAL TREECAP RUNNING TOOL. MFR: ONESUBSEA, PN: 262393-04	AFE FW580018	KATMAI/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83359.A		TTNU977610145G1 (CLIMATE CONTROLLED)	GASKET, 4"-15M, SEAL PLATE, MCPAC. MFR: ONESUBSEA, PN: 2124579-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				6		0	0		
Deepwater Warehouse	Fieldwood	83360.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	ASSY, SHEAR PIN CARTRIDGE, DUAL PLUG TUBING HANGER, SPOOLTREE SYSTEM. MFR: ONESUBSEA, PN: 2141663-03	AFE FW580018	KATMAI/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83360.A		TRAINING ROOM 1 DWW-YARD-C-VAN	ASSY, SHEAR PIN CARTRIDGE, DUAL PLUG TUBING HANGER, SPOOLTREE SYSTEM. MFR: ONESUBSEA, PN: 2141663-03	AFE FW580018	KATMAI/ORLOV/GE NOVESA				22		0	0		
Deepwater Warehouse	Fieldwood	83361.A		TTNU977610145G1 (CLIMATE CONTROLLED)	SPECIAL EFL 7P TO 7S TSP SOMM SPECIAL WIRING, TITANIUM CONNECTOR HOUSING, V-NOTCH HANDLE, FLYING ROV 7 WAY PINS CONNECTOR AND SOCKETS. MFR: ONESUBSEA, PN: 2197088-45-90	AFE FW580018	KATMAI/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83362.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE AS-568-120, .987 ID. MFR: ONESUBSEA, PN: 702647-12-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				105		0	0		
Deepwater Warehouse	Fieldwood	83362.A		TRAINING ROOM 1 DWW-YARD-C-VAN	O-RING, SIZE AS-568-120, .987 ID. MFR: ONESUBSEA, PN: 702647-12-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				21		0	0		
Deepwater Warehouse	Fieldwood	83363.A		TTNU977610145G1 (CLIMATE CONTROLLED)	HAT RING, 5.25 SLS SEAL, WIRELINE PLUG. MFR: ONESUBSEA, PN: 2221969-05	AFE FW580018	KATMAI/ORLOV/GE NOVESA				8		0	0		
Deepwater Warehouse	Fieldwood	83364.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	5.25 SLS SEAL, WIRELINE PLUG. MFR: ONESUBSEA, PN: 2221968-05	AFE FW580018	KATMAI/ORLOV/GE NOVESA				8		0	0		
Deepwater Warehouse	Fieldwood	83365.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	ASSY, SHEAR PIN CARTRIDGE. MFR: ONESUBSEA, PN: 2141663-01.	AFE FW580018	KATMAI/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83365.A		TRAINING ROOM 1 DWW-YARD-C-VAN	ASSY, SHEAR PIN CARTRIDGE. MFR: ONESUBSEA, PN: 2141663-01.	AFE FW580018	KATMAI/ORLOV/GE NOVESA				23		0	0		
Deepwater Warehouse	Fieldwood	83366.A		TTNU977610145G1 (CLIMATE CONTROLLED)	SPECIAL SET SCREW, FOR SSR 6.700". MFR: ONESUBSEA, PN: 2748951-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83366.A		TRAINING ROOM 1 DWW-YARD-C-VAN	SPECIAL SET SCREW, FOR SSR 6.700". MFR: ONESUBSEA, PN: 2748951-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83367.A		TTNU977610145G1 (CLIMATE CONTROLLED)	GRUB SCREW, 8/32 X 1/4" S5 A4 GR 80. MFR: ONESUBSEA, PN: 2359600-40	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83367.A		TRAINING ROOM 1 DWW-YARD-C-VAN	GRUB SCREW, 8/32 X 1/4" S5 A4 GR 80. MFR: ONESUBSEA, PN: 2359600-40	AFE FW580018	KATMAI/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83368.A		TTNU977610145G1 (CLIMATE CONTROLLED)	BACK UP RING, ID 1.268 INCH +/- 0.012. MFR: ONESUBSEA, PN: 2748250-64	AFE FW580018	KATMAI/ORLOV/GE NOVESA				48		0	0		
Deepwater Warehouse	Fieldwood	83369.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	PLUG WIPER, 5.320 HT 15K, H25, HH. MFR: ONESUBSEA, PN: 2359600-37	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83369.A		TRAINING ROOM 1 DWW-YARD-C-VAN	PLUG WIPER, 5.320 HT 15K, H25, HH. MFR: ONESUBSEA, PN: 2359600-37	AFE FW580018	KATMAI/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83370.A		TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE AS-568-124, 1.237 ID. MFR: ONESUBSEA, PN: 702645-12-41	AFE FW580018	KATMAI/ORLOV/GE NOVESA				24		0	0		
Deepwater Warehouse	Fieldwood	83370.A		TRAINING ROOM 1 DWW-YARD-C-VAN	O-RING, SIZE AS-568-124, 1.237 ID. MFR: ONESUBSEA, PN: 702645-12-41	AFE FW580018	KATMAI/ORLOV/GE NOVESA				92		0	0		
Deepwater Warehouse	Fieldwood	83371.A		TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE AS-568-206, .484 ID X .139. MFR: ONESUBSEA, PN: 702645-20-61	AFE FW580018	KATMAI/ORLOV/GE NOVESA				6		0	0		
Deepwater Warehouse	Fieldwood	83371.A		TRAINING ROOM 1 DWW-YARD-C-VAN	O-RING, SIZE AS-568-206, .484 ID X .139. MFR: ONESUBSEA, PN: 702645-20-61	AFE FW580018	KATMAI/ORLOV/GE NOVESA				6		0	0		
Deepwater Warehouse	Fieldwood	83372.A		TTNU977610145G1 (CLIMATE CONTROLLED)	BACK UP RING, ID 1.268 INCH +/- . INCH. MFR: ONESUBSEA, PN: 2748250-64	AFE FW580018	KATMAI/ORLOV/GE NOVESA				48		0	0		
Deepwater Warehouse	Fieldwood	83373.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, .275 W X 17.455 ID, 90D NITRILE. MFR: ONESUBSEA, PN: 702645-46-41	AFE FW580018	KATMAI/ORLOV/GE NOVESA				3		0	0		
Deepwater Warehouse	Fieldwood	83373.A		TRAINING ROOM 1 DWW-YARD-C-VAN	O-RING, .275 W X 17.455 ID, 90D NITRILE. MFR: ONESUBSEA, PN: 702645-46-41	AFE FW580018	KATMAI/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83374.A		TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE AS-568-449, 9.975 ID. MFR: ONESUBSEA, PN: 702645-44-91	AFE FW580018	KATMAI/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83375.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	BACK UP RING, 9.524 X 9.996. MFR: ONESUBSEA, PN: 042000-04-48	AFE FW580018	KATMAI/ORLOV/GE NOVESA				4		0	0		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	83376.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, .139 W X 00.96 ID 90D NITRILE. MFR: ONESUBSEA, PN: 702645-21-11	AFE FW580018	KATMAI/ORLOV/GE NOVESA				24			0	0	
Deepwater Warehouse	Fieldwood	83376.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, .139 W X 00.96 ID 90D NITRILE. MFR: ONESUBSEA, PN: 702645-21-11	AFE FW580018	KATMAI/ORLOV/GE NOVESA				84			0	0	
Deepwater Warehouse	Fieldwood	83377.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	BACK UP RING, SIZE 351 4.778 ID. MFR: ONESUBSEA, PN: 042000-03-51	AFE FW580018	KATMAI/ORLOV/GE NOVESA				16			0	0	
Deepwater Warehouse	Fieldwood	83378.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE A5-568-433, 5.475 ID. MFR: ONESUBSEA, PN: 702645-43-31	AFE FW580018	KATMAI/ORLOV/GE NOVESA				2			0	0	
Deepwater Warehouse	Fieldwood	83379.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, .139 X 01.734 ID, 90D NITRILE. MFR: ONESUBSEA, PN: 702645-22-41	AFE FW580018	KATMAI/ORLOV/GE NOVESA				3			0	0	
Deepwater Warehouse	Fieldwood	83379.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, .139 X 01.734 ID, 90D NITRILE. MFR: ONESUBSEA, PN: 702645-22-41	AFE FW580018	KATMAI/ORLOV/GE NOVESA				8			0	0	
Deepwater Warehouse	Fieldwood	83380.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SEAL RING, 4.250 ID X 4.75 OD X .25. MFR: ONESUBSEA, PN: 2725008-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				2			0	0	
Deepwater Warehouse	Fieldwood	83381.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE A5-568-238 3.484 ID. MFR: ONESUBSEA, PN: 702645-23-81	AFE FW580018	KATMAI/ORLOV/GE NOVESA				2			0	0	
Deepwater Warehouse	Fieldwood	83381.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE A5-568-238 3.484 ID. MFR: ONESUBSEA, PN: 702645-23-81	AFE FW580018	KATMAI/ORLOV/GE NOVESA				2			0	0	
Deepwater Warehouse	Fieldwood	83382.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE A5-568-433 5.475 ID. MFR: ONESUBSEA, PN: 702645-43-31	AFE FW580018	KATMAI/ORLOV/GE NOVESA				2			0	0	
Deepwater Warehouse	Fieldwood	83383.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, .275 W X 13.975 ID, 90D NITRILE. MFR: ONESUBSEA, PN: 702645-45-71	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1			0	0	
Deepwater Warehouse	Fieldwood	83383.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, .275 W X 13.975 ID, 90D NITRILE. MFR: ONESUBSEA, PN: 702645-45-71	AFE FW580018	KATMAI/ORLOV/GE NOVESA				3			0	0	
Deepwater Warehouse	Fieldwood	83384.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SLS SEAL ASSEMBLY. MFR: ONESUBSEA, PN: 2230493-04	AFE FW580018	KATMAI/ORLOV/GE NOVESA				2			0	0	
Deepwater Warehouse	Fieldwood	83385.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE A5-568-368 7.725 ID. MFR: ONESUBSEA, PN: 702645-36-85	AFE FW580018	KATMAI/ORLOV/GE NOVESA				4			0	0	
Deepwater Warehouse	Fieldwood	83385.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE A5-568-368 7.725 ID. MFR: ONESUBSEA, PN: 702645-36-85	AFE FW580018	KATMAI/ORLOV/GE NOVESA				4			0	0	
Deepwater Warehouse	Fieldwood	83386.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	MECHANICAL SPARES, 4.375 SSR PLUG. MFR: ONESUBSEA, PN: 2166241-03	AFE FW580018	KATMAI/ORLOV/GE NOVESA				5			0	0	
Deepwater Warehouse	Fieldwood	83386.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	MECHANICAL SPARES, 4.375 SSR PLUG. MFR: ONESUBSEA, PN: 2166241-03	AFE FW580018	KATMAI/ORLOV/GE NOVESA				7			0	0	
Deepwater Warehouse	Fieldwood	83387.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SUB ASSEMBLY, SHEAR PIN CARTRIDGE. MFR: ONESUBSEA, PN: 2141663-02	AFE FW580018	KATMAI/ORLOV/GE NOVESA				4			0	0	
Deepwater Warehouse	Fieldwood	83388.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	PLUG, PIPE 1/4" SST 18-8 Y52008-00010501. MFR: ONESUBSEA, PN: 002504-09	AFE FW580018	KATMAI/ORLOV/GE NOVESA				6			0	0	
Deepwater Warehouse	Fieldwood	83388.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	PLUG, PIPE 1/4" SST 18-8 Y52008-00010501. MFR: ONESUBSEA, PN: 002504-09	AFE FW580018	KATMAI/ORLOV/GE NOVESA				7			0	0	
Deepwater Warehouse	Fieldwood	83389.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	CENTRE RING, F/ 7" ML-2 METAL LIP SEAL. MFR: ONESUBSEA, PN: 2259715-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				2			0	0	
Deepwater Warehouse	Fieldwood	83390.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE A5-568-459, 14.975 ID. MFR: ONESUBSEA, PN: 702645-45-91	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1			0	0	
Deepwater Warehouse	Fieldwood	83391.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE A5-568-462, 16.455 ID. MFR: ONESUBSEA, PN: 702645-46-21	AFE FW580018	KATMAI/ORLOV/GE NOVESA				3			0	0	
Deepwater Warehouse	Fieldwood	83391.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE A5-568-462, 16.455 ID. MFR: ONESUBSEA, PN: 702645-46-21	AFE FW580018	KATMAI/ORLOV/GE NOVESA				4			0	0	
Deepwater Warehouse	Fieldwood	83392.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	BACK UP RING, 5.75 SLS SEAL. MFR: ONESUBSEA, PN: 2213451-06	AFE FW580018	KATMAI/ORLOV/GE NOVESA				8			0	0	
Deepwater Warehouse	Fieldwood	83393.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	BACK UP RING, 5.25 SLS SEAL. MFR: ONESUBSEA, PN: 2213451-05	AFE FW580018	KATMAI/ORLOV/GE NOVESA				8			0	0	
Deepwater Warehouse	Fieldwood	83394.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SEAL SPACER RING, 5.25 WIRELINE PLUG. MFR: ONESUBSEA, PN: 2216808-19	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1			0	0	
Deepwater Warehouse	Fieldwood	83395.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SPACER RING, 5.25 WIRELINE PLUG. MFR: ONESUBSEA, PN: 2216808-18	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1			0	0	
Deepwater Warehouse	Fieldwood	83396.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SEAL SPACER RING, 5.25 WIRELINE PLUG. MFR: ONESUBSEA, PN: 2216808-20	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1			0	0	
Deepwater Warehouse	Fieldwood	83397.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	UPPER RETAINER RING, 5.25 WIRELINE PLUG. MFR: ONESUBSEA, PN: 2216806-18	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1			0	0	
Deepwater Warehouse	Fieldwood	83398.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	RETAINER RING, FOR 5.284" NOM RLH 2-SEAL. MFR: ONESUBSEA, PN: 2216806-10	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1			0	0	
Deepwater Warehouse	Fieldwood	83399.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	STOP RING, FOR 5.319" NOM WP SEAL .250". MFR: ONESUBSEA, PN: 2216808-10	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1			0	0	
Deepwater Warehouse	Fieldwood	83400.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SPACER RING, 5.75 WIRELINE PLUG. MFR: ONESUBSEA, PN: 2216808-21	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1			0	0	
Deepwater Warehouse	Fieldwood	83401.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SPLIT LOAD RING, FOR 5.284" NOM RLH-2. MFR: ONESUBSEA, PN: 2216807-13	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1			0	0	



Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	83402.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	UPPER LOAD RING, 5.75 WIRELINE PLUG. MFR: ONESUBSEA, PN: 2216807-35	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83403.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SEAL SPACER RING, 5.75 SLS SEAL, WIRELINE. MFR: ONESUBSEA, PN: 2216808-22	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83404.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	UPPER RETAINER RING, 5.75 WIRELINE PLUG. MFR: ONESUBSEA, PN: 2216806-19	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83405.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE A5-568-459 14.975 ID. MFR: ONESUBSEA, PN: 702645-45-91	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83406.A			METAL SEAL RING FOR 5.75" SSR. MFR: ONESUBSEA, PN: 2748056-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				3		0	0		
Deepwater Warehouse	Fieldwood	83407.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	INSTALLATION TOOL, WP & RLH-2 SEALS. MFR: ONESUBSEA, PN: 2230554-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83408.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	PINEAPPLE TOOL ASSEMBLY. MFR: ONESUBSEA, PN: 0307929	AFE FW580018	KATMAI/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83409.B		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	BLACK PELICAN CASE CONTAINING HOSES, FITTINGS, AND VALVES (SOME USED)	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83410.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	INSTALLATION TOOL, WP & RLH-2 SEALS. MFR: ONESUBSEA, PN: 2230555-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83411.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	PACKING O-RING. MFR: ONESUBSEA, PN: 2748750-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83411.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	PACKING O-RING. MFR: ONESUBSEA, PN: 2748750-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				5		0	0		
Deepwater Warehouse	Fieldwood	83412.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	PLUG MTM SEAL 4.375 10K H2S. MFR: ONESUBSEA, PN: 451114880	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83413.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING. MFR: ONESUBSEA, PN: HVPO-103	AFE FW580018	KATMAI/ORLOV/GE NOVESA				6		0	0		
Deepwater Warehouse	Fieldwood	83414.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	KIT, DHG PLUG. MFR: TELEDYNE, PN: 2250977-02	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83415.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	KIT, DHG PLUG. MFR: TELEDYNE, PN: 2250977-03	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83416.A		TRAINING ROOM 1	O-RING, .210 W X 16.955 ID 90D NITRILE. MFR: ONESUBSEA, PN: 702645-38-61	AFE FW580018	KATMAI/ORLOV/GE NOVESA				3		0	0		
Deepwater Warehouse	Fieldwood	83417.A		TRAINING ROOM 1	METAL END CAP SEAL, 17.832 NOM BORE. MFR: CAMERON, PN: 2289964-04	AFE FW580018	KATMAI/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83418.A		TRAINING ROOM 1	METAL END CAP SEAL, 17.656 NOM BORE. MFR: CAMERON, PN: 2289964-03	AFE FW580018	KATMAI/ORLOV/GE NOVESA				44		0	0		
Deepwater Warehouse	Fieldwood	83419.A		TRAINING ROOM 1	METAL END CAP SEAL, 14.250 NOM BORE. MFR: CAMERON, PN: 2289964-05-05	AFE FW580018	KATMAI/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83420.A		TRAINING ROOM 1	METAL END CAP SEAL. MFR: CAMERON, PN: 684664-37	AFE FW580018	KATMAI/ORLOV/GE NOVESA				3		0	0		
Deepwater Warehouse	Fieldwood	83421.A		TRAINING ROOM 1	METAL END CAP SEAL. MFR: CAMERON, PN: 605894-29	AFE FW580018	KATMAI/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83422.A		TRAINING ROOM 1	SEAL REDRESS KIT, TUBING HANGER, 15K (INCLUDES BOX WITH 17 ITEMS, 2 SEAL BODIES, AND 3 METAL END CAP SEALS). 6 ITEMS TOTAL. MFR: ONESUBSEA, PN: 2244562-15	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83423.A		TRAINING ROOM 1	SEAL RING, 10.000 ID X 10.750 OD. MFR: ONESUBSEA, PN: 709770	AFE FW580018	KATMAI/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83424.A		TRAINING ROOM 1	METAL END CAP SEAL, 14.490 NOM. BORE. MFR: CAMERON, PN: 2289964-02	AFE FW580018	KATMAI/ORLOV/GE NOVESA				5		0	0		
Deepwater Warehouse	Fieldwood	83425.A		TRAINING ROOM 1	MOLD DETAIL, METAL END CAP SEAL WITH OD. MFR: CAMERON, PN: 2243660-02	AFE FW580018	KATMAI/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83426.A		TRAINING ROOM 1	METAL END CAP SEAL, 17.656". MFR: CAMERON, PN: 647438-16-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				7		0	0		
Deepwater Warehouse	Fieldwood	83427.A		TRAINING ROOM 1	METAL END CAP SEAL, 14.490". MFR: CAMERON, PN: 647438-17-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83428.A		TRAINING ROOM 1	SEAL. MFR: ONESUBSEA, PN: 714148	AFE FW580018	KATMAI/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83429.A		TRAINING ROOM 1	SEAL. MFR: ONESUBSEA, PN: 714129	AFE FW580018	KATMAI/ORLOV/GE NOVESA				6		0	0		
Deepwater Warehouse	Fieldwood	83430.A		TRAINING ROOM 1	METAL END CAP SEAL, 14.250". MFR: CAMERON, PN: 647438-18-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				5		0	0		
Deepwater Warehouse	Fieldwood	83431.A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 702645-37-21	AFE FW580018	KATMAI/ORLOV/GE NOVESA				5		0	0		
Deepwater Warehouse	Fieldwood	83432.A		TRAINING ROOM 1	SCREW. MFR: ONESUBSEA, PN: 713040	AFE FW580018	KATMAI/ORLOV/GE NOVESA				16		0	0		
Deepwater Warehouse	Fieldwood	83433.A		TRAINING ROOM 1	SCREW. MFR: ONESUBSEA, PN: 262393-03	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83434.A		TRAINING ROOM 1	O-RING .275 W X 15.475 ID, 90D NITRILE. MFR: ONESUBSEA, PN: 702645-46-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				6		0	0		
Deepwater Warehouse	Fieldwood	83435.A		TRAINING ROOM 1	ASSEMBLY, CONTROL RECEPTACLE, 15K. MFR: ONESUBSEA, PN: 2141634-13	AFE FW580018	KATMAI/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83436.A		TRAINING ROOM 1	O-RING, .275W X 07.725 ID 90D NITRILE. MFR: ONESUBSEA, PN: 702645-44-41	AFE FW580018	KATMAI/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83437.A		TRAINING ROOM 1	O-RING FOR 4.375" DIA PLUG EROSION. MFR: ONESUBSEA, PN: 2748751-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83438.A		TRAINING ROOM 1	VEE PACKING RING F/ 4.767" DIA PLUG. MFR: ONESUBSEA, PN: 2748215-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				25		0	0		
Deepwater Warehouse	Fieldwood	83439.A		TRAINING ROOM 1	VEE PACKING RING, 4.375", 10K ONLY. MFR: ONESUBSEA, PN: 2748807-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				22		0	0		
Deepwater Warehouse	Fieldwood	83440.A		TRAINING ROOM 1	SILVER COATED METAL SEAL RING. MFR: ONESUBSEA, PN: 2748206-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				3		0	0		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	83441.A		TRAINING ROOM 1	BACK UP RING, PTFE, 9921006753. MFR: ONESUBSEA, PN: 2359600-15	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				8			0	0	
Deepwater Warehouse	Fieldwood	83442.A		TRAINING ROOM 1	BACK UP RING, SIZE 451 11.024 ID. MFR: ONESUBSEA, PN: 041327-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				4			0	0	
Deepwater Warehouse	Fieldwood	83443.A		TRAINING ROOM 1	VEE PACKING RING F/ 4.767" DIA PLUG. MFR: ONESUBSEA, PN: 2748214-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				6			0	0	
Deepwater Warehouse	Fieldwood	83444.A		TRAINING ROOM 1	WIPER RING, WIRELINE PLUG, 5.25 IN NOM. MFR: ONESUBSEA, PN: 2359600-45	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				2			0	0	
Deepwater Warehouse	Fieldwood	83445.A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 702645-44-61	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				2			0	0	
Deepwater Warehouse	Fieldwood	83446.A		TRAINING ROOM 1	O-RING, SIZE A5-568-351, 4.725 ID. MFR: ONESUBSEA, PN: 702645-35-11	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				8			0	0	
Deepwater Warehouse	Fieldwood	83447.A		TRAINING ROOM 1	O-RING, SIZE A5-568-161, 5.487 ID. MFR: ONESUBSEA, PN: 702645-16-11	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				4			0	0	
Deepwater Warehouse	Fieldwood	83448.A		TRAINING ROOM 1	BACK UP RING, ID 0.702 INCH +/- 0.009. MFR: ONESUBSEA, PN: 2748250-63	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				96			0	0	
Deepwater Warehouse	Fieldwood	83449.A		TRAINING ROOM 1	BUMPER, INSERT CAGE, 7" BORE F/ 15K. MFR: ONESUBSEA, PN: 2029641-02	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				2			0	0	
Deepwater Warehouse	Fieldwood	83450.A		TRAINING ROOM 1	BEARING RING, CCSR, 7.38 OD. MFR: ONESUBSEA, PN: 2053058-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				2			0	0	
Deepwater Warehouse	Fieldwood	83451.A		TRAINING ROOM 1	O-RING, 8 1/2" OD X 1/2 CROSS. MFR: ONESUBSEA, PN: 018493-45	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				12			0	0	
Deepwater Warehouse	Fieldwood	83452.A		TRAINING ROOM 1	TENSILE SCREW, ITC MECHANICAL RUNNING TOOL. MFR: ONESUBSEA, PN: 2166948-04	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				2			0	0	
Deepwater Warehouse	Fieldwood	83453.A		TRAINING ROOM 1	BACK UP RING, SIZE 206, .518 ID. MFR: ONESUBSEA, PN: 042000-02-06	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				24			0	0	
Deepwater Warehouse	Fieldwood	83454.A		TRAINING ROOM 1	COMBO TOOL. MFR: ONESUBSEA, PN: 2330489-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				16			0	0	
Deepwater Warehouse	Fieldwood	83455.A		TRAINING ROOM 1	O-RING, SIZE 462 16.455 ID X .275 W. MFR: ONESUBSEA, PN: 702647-46-21	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				5			0	0	
Deepwater Warehouse	Fieldwood	83456.A		TRAINING ROOM 1	SHEAR PIN, G2 BORE PROTECTOR, NAVAL BRASS. MFR: ONESUBSEA, PN: 2155653-02	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				24			0	0	
Deepwater Warehouse	Fieldwood	83457.A		TRAINING ROOM 1	O-RING, SIZE A5-568-463 16.955 ID. MFR: ONESUBSEA, PN: 702645-46-31	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				3			0	0	
Deepwater Warehouse	Fieldwood	83458.A		TRAINING ROOM 1	O-RING, NITRILE 90A, 13 1/2 X 14 X 1/4". MFR: ONESUBSEA, PN: 702645-45-61	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				8			0	0	
Deepwater Warehouse	Fieldwood	83459.A		TRAINING ROOM 1	SHEAR PIN, G2 BORE PROTECTOR, TEFLON. MFR: ONESUBSEA, PN: 2155653-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				6			0	0	
Deepwater Warehouse	Fieldwood	83460.A		TRAINING ROOM 1	THREADED RETAINER, SHEAR PIN ASSEMBLY. MFR: ONESUBSEA, PN: 2026808-04	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				18			0	0	
Deepwater Warehouse	Fieldwood	83461.A		TRAINING ROOM 1	TAB, G2 BORE PROTECTOR. MFR: ONESUBSEA, PN: 2155677-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				18			0	0	
Deepwater Warehouse	Fieldwood	83462.A		TRAINING ROOM 1	O-RING, 16.504 ID X .236 CS. MFR: ONESUBSEA, PN: 042000-04-62	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				12			0	0	
Deepwater Warehouse	Fieldwood	83463.A		TRAINING ROOM 1	SHEAR PIN, 18-3/4 NOM HYD TUBING HANGER. MFR: ONESUBSEA, PN: 199362-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				8			0	0	
Deepwater Warehouse	Fieldwood	83464.A		TRAINING ROOM 1	PINS. MFR: ONESUBSEA, PN: W0105412-002	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				2			0	0	
Deepwater Warehouse	Fieldwood	83465.A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 702645-42-61	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				2			0	0	
Deepwater Warehouse	Fieldwood	83466.A		TRAINING ROOM 1	O-RING, SIZE A5-568-3534, .975 ID. MFR: ONESUBSEA, PN: 702647-35-31	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				8			0	0	
Deepwater Warehouse	Fieldwood	83467.A		TRAINING ROOM 1	KEY, SLEEVE, CVC COLLET CONNECTOR. MFR: ONESUBSEA, PN: 2156304-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1			0	0	
Deepwater Warehouse	Fieldwood	83468.A		TRAINING ROOM 1	SPARES. MFR: ONESUBSEA, PN: 2400888-02-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1			0	0	
Deepwater Warehouse	Fieldwood	83469.A		TRAINING ROOM 1	SCREW, 12 PT CAP .250-20UNC X .875, ASTM A193 GR B7 ZINC PLATED / SAE J58. MFR: ONESUBSEA, PN: 702585-02-00-07	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				3			0	0	
Deepwater Warehouse	Fieldwood	83470.A		TRAINING ROOM 1	O RING, SIZE A5-568-208 .609 ID X .139 W 900 /MS-1078 NITRILE PKG AND QUAL /CIW 702645. MFR: ONESUBSEA, PN: 702645-20-81	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				5			0	0	
Deepwater Warehouse	Fieldwood	83471.A		TRAINING ROOM 1	MALE SEAL RETAINER, CLAMP CONNECTOR / SEAL PLATE ASSY. MFR: ONESUBSEA, PN: 2123142-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				9			0	0	
Deepwater Warehouse	Fieldwood	83472.A		TRAINING ROOM 1	FEMALE SEAL RETAINER, CLAMP CONNECTOR / SEAL PLATE ASSY. MFR: ONESUBSEA, PN: 2123141-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				9			0	0	
Deepwater Warehouse	Fieldwood	83473.A		DWW-YARD	SFL1 FLUSH/PARK - 15' L X 10' W X 8' H; 10,500 LBS EACHINTERMEDIATE JUNCTION PLATE, 14 WAY W/ JUNCTION PLATE FIXED M1 14 POSITION, 14 WAY X 5 RS MALE NVP COUPLERS & JUNCTION PLATE REMOVABLE, 14 POSITION, 14 WAY, 5 RS FEMALE VP COUPLERS, 7 X 5 RS NVP COUPLERS.						1			0	0	
Deepwater Warehouse	Fieldwood	83474.A		DWW-YARD	SFL2 FLUSH/PARK - 15' L X 10' W X 8' H; 10,500 LBS EACHINTERMEDIATE JUNCTION PLATE, 14 WAY W/ JUNCTION PLATE FIXED M1 14 POSITION, 14 WAY X 5 RS MALE NVP COUPLERS & JUNCTION PLATE REMOVABLE, 14 POSITION, 14 WAY, 5 RS FEMALE VP COUPLERS, 7 X 5 RS NVP COUPLERS.						1			0	0	
Deepwater Warehouse	Fieldwood	83475.A		MW-AREA 2	VERTICAL MULTISTAGE CENTRIFUGAL PUMP, 60 HZ, 3444 RPM, 15 HP WITH BALDOR RELIANCE SUPER E MOTOR (15 HP, 3520 RPM, 230/460 VOLTS, SPEC. 09G9392602G1). MFR: GRUNDFOSS, PN: CR32-3A-G-A-E-HQCE-NX2	LOE	ST 308/TARANTULA				0			0	0	
Deepwater Warehouse	Fieldwood	83476.A		MR-GENERAL	REAR/FRONT SEAL TOOLING IN BLACK PELICAN CASE. MFR: CATERPILLAR, PN: 3512		WD 70D				1			0	0	
Deepwater Warehouse	Fieldwood	83477.A		TRAINING ROOM 1	O-RING, SIZE A5-568-117, .799 ID. MFR: ONESUBSEA, PN: 702647-11-75	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				75			0	0	
Deepwater Warehouse	Fieldwood	83478.A		TRAINING ROOM 1	BACK-UP NITRILE 90A, 14 X 14 1/2. MFR: ONESUBSEA, PN: 042000-04-57	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				3			0	0	
Deepwater Warehouse	Fieldwood	83479.A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 702645-21-41	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				6			0	0	
Deepwater Warehouse	Fieldwood	83480.A		TRAINING ROOM 1	SCR 0.250-20 X 0.500 SST CUP PT SET. MFR: ONESUBSEA, PN: 702515-17-20-08	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				4			0	0	
Deepwater Warehouse	Fieldwood	83481.A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 042000-04-55	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				12			0	0	
Deepwater Warehouse	Fieldwood	83482.A		TRAINING ROOM 1	BLIND SEAL CARRIER. MFR: ONESUBSEA, PN: 2124421-04	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				2			0	0	

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	83483.A		TRAINING ROOM 1	SEAL CAP VERT PLUG HYDRAULIC STAB. MFR: ONESUBSEA, PN: 2142681-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				5			0	0	
Deepwater Warehouse	Fieldwood	83484.A		TRAINING ROOM 1	RUBBER/SPRING SEAL, EXTERNAL MFR: ONESUBSEA, PN: 2788005-02-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				2			0	0	
Deepwater Warehouse	Fieldwood	83485.A		TRAINING ROOM 1	G2 G3 HYD DTAB SPACER. MFR: ONESUBSEA, PN: 2142381-02	AFE FW580018	KATMAI/ORLOV/GE NOVESA				38			0	0	
Deepwater Warehouse	Fieldwood	83486.A		TRAINING ROOM 1	SLIDE PIN, .893-1.002. MFR: ONESUBSEA, PN: 2142376-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				16			0	0	
Deepwater Warehouse	Fieldwood	83487.A		TRAINING ROOM 1	HYDR SEAL CARRIER BLIND PLUG. MFR: ONESUBSEA, PN: 2704208	AFE FW580018	KATMAI/ORLOV/GE NOVESA				8			0	0	
Deepwater Warehouse	Fieldwood	83488.A		TRAINING ROOM 1	HYDR VERTICAL PLUG. MFR: ONESUBSEA, PN: 2156280-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				2			0	0	
Deepwater Warehouse	Fieldwood	83489.A		TRAINING ROOM 1	HYDR O-RING, SIZE AS-568-455, 12.975 ID. MFR: ONESUBSEA, PN: 702647-45-51	AFE FW580018	KATMAI/ORLOV/GE NOVESA				5			0	0	
Deepwater Warehouse	Fieldwood	83490.A		TRAINING ROOM 1	O-RING, .275W X 12.475 ID W85D/MS-1068. MFR: ONESUBSEA, PN: 702647-45-41	AFE FW580018	KATMAI/ORLOV/GE NOVESA				6			0	0	
Deepwater Warehouse	Fieldwood	83491.A		TRAINING ROOM 1	ISOLATION SLEEVE O-RING, 5.25. MFR: ONESUBSEA, PN: 2748113-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				4			0	0	
Deepwater Warehouse	Fieldwood	83492.A		TRAINING ROOM 1	SCR 0.250-20 X 0.625 SST CUP PT SET. MFR: ONESUBSEA, PN: 702515-17-20-10	AFE FW580018	KATMAI/ORLOV/GE NOVESA				4			0	0	
Deepwater Warehouse	Fieldwood	83493.A		TRAINING ROOM 1	VEE PACKING RING, 5.25. MFR: ONESUBSEA, PN: 2736039-03	AFE FW580018	KATMAI/ORLOV/GE NOVESA				8			0	0	
Deepwater Warehouse	Fieldwood	83494.A		TRAINING ROOM 1	SSE SEAL. MFR: ONESUBSEA, PN: 2748983-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				12			0	0	
Deepwater Warehouse	Fieldwood	83495.A		TRAINING ROOM 1	STANDARD SPHERICAL GASKET, DMG 7125. MFR: ONESUBSEA, PN: 2398316-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1			0	0	
Deepwater Warehouse	Fieldwood	83496.A		TRAINING ROOM 1	SEAL KIT. MFR: NATIONAL COUPLER, PN: TO-4-8-28-SK	AFE FW580018	KATMAI/ORLOV/GE NOVESA				19			0	0	
Deepwater Warehouse	Fieldwood	83497.A		TRAINING ROOM 1	NAT. COUPLER SEAL KIT. MFR: ONESUBSEA, PN: 2737462-02	AFE FW580018	KATMAI/ORLOV/GE NOVESA				30			0	0	
Deepwater Warehouse	Fieldwood	83498.A		TRAINING ROOM 1	O-RING KIT. MFR: ONESUBSEA, PN: 042000-03-67	AFE FW580018	KATMAI/ORLOV/GE NOVESA				6			0	0	
Deepwater Warehouse	Fieldwood	83499.A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 702645-45-51	AFE FW580018	KATMAI/ORLOV/GE NOVESA				9			0	0	
Deepwater Warehouse	Fieldwood	83500.A		TRAINING ROOM 1	PACKING, VARIPAK T99. MFR: ONESUBSEA, PN: 140232-12-51-03	AFE FW580018	KATMAI/ORLOV/GE NOVESA				4			0	0	
Deepwater Warehouse	Fieldwood	83501.A		MW-AREA 1	PALLETIZED SECTION OF TEST PIPE WITH INSULATION	AFE FW203021	KATMAI				1			0	0	
Deepwater Warehouse	Fieldwood	83502.A		MW-AREA 1	PALLETIZED SECTION OF TEST PIPE UNCOATED	AFE FW203021	KATMAI				1			0	0	
Deepwater Warehouse	Fieldwood	83503.A		MW-AREA 1	CVC ID COLLET PLUG, PN: COM-000003109	AFE FW203021	KATMAI				2			0	0	
Deepwater Warehouse	Fieldwood	83504.A		MW-AREA 1	GRIPPER FLANGE SEAL ASSEMBLY, PN: COM-000003108	AFE FW203021	KATMAI				2			0	0	
Deepwater Warehouse	Fieldwood	83505.A		MW-AREA 1	HYDRAULIC FITTINGS, PN: 500032-32	AFE FW203021	KATMAI				2			0	0	
Deepwater Warehouse	Fieldwood	83506.A		MW-AREA 1	HYDRAULIC FITTINGS, PN: 540416-16	AFE FW203021	KATMAI				2			0	0	
Deepwater Warehouse	Fieldwood	83507.A		MW-AREA 1	HYDRAULIC FITTINGS, PN: 540632-16	AFE FW203021	KATMAI				2			0	0	
Deepwater Warehouse	Fieldwood	83508.A		MW-AREA 1	SPARES (QTY: 6 - 75 VITON - SIZE 446, QTY: 4 - WAVE SPRING, QTY: 7 - 241N90, QTY: 8 - 75 VITON - SIZE 427, QTY: 8 - 70A BUNA-N - SIZE 269)	AFE FW203021	KATMAI				1			0	0	
Deepwater Warehouse	Fieldwood	83509.A		MW-AREA 1	5" X 1/2" STEM ALUM. EXP. PLUG.	AFE FW203021	KATMAI				9			0	0	
Deepwater Warehouse	Fieldwood	83510.A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 718044	AFE FW580018	KATMAI/ORLOV/GE NOVESA				103			0	0	
Deepwater Warehouse	Fieldwood	83511.A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 2707402-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				30			0	0	
Deepwater Warehouse	Fieldwood	83512.A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 042000-00-18	AFE FW580018	KATMAI/ORLOV/GE NOVESA				6			0	0	
Deepwater Warehouse	Fieldwood	83513.A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 042000-02-77	AFE FW580018	KATMAI/ORLOV/GE NOVESA				6			0	0	
Deepwater Warehouse	Fieldwood	83514.A		TRAINING ROOM 1	O-RING, .378, 209 COMPOUND. MFR: ONESUBSEA, PN: 2749478-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1			0	0	
Deepwater Warehouse	Fieldwood	83515.A		TRAINING ROOM 1	O-RING, 3/4 X 1 X 1/8. MFR: ONESUBSEA, PN: 702645-21-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				3			0	0	
Deepwater Warehouse	Fieldwood	83516.A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 41008-0062-32	AFE FW580018	KATMAI/ORLOV/GE NOVESA				25			0	0	
Deepwater Warehouse	Fieldwood	83517.A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 631680-02	AFE FW580018	KATMAI/ORLOV/GE NOVESA				8			0	0	
Deepwater Warehouse	Fieldwood	83518.A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 702645-38-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1			0	0	
Deepwater Warehouse	Fieldwood	83519.A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 702645-36-32	AFE FW580018	KATMAI/ORLOV/GE NOVESA				16			0	0	
Deepwater Warehouse	Fieldwood	83520.A		TRAINING ROOM 1	PAK RING TEFLON. MFR: ONESUBSEA, PN: 631486-06	AFE FW580018	KATMAI/ORLOV/GE NOVESA				2			0	0	
Deepwater Warehouse	Fieldwood	83521.A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 702640-44-11	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1			0	0	
Deepwater Warehouse	Fieldwood	83522.A		TRAINING ROOM 1	S SEAL, 6 1/4" NOM. MFR: ONESUBSEA, PN: 041259-17-01-13	AFE FW580018	KATMAI/ORLOV/GE NOVESA				13			0	0	
Deepwater Warehouse	Fieldwood	83523.A		TRAINING ROOM 1	S SEAL RING, 6" NOM OD. MFR: ONESUBSEA, PN: 142895-12-05-23	AFE FW580018	KATMAI/ORLOV/GE NOVESA				20			0	0	
Deepwater Warehouse	Fieldwood	83524.A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 702645-01-11	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1			0	0	
Deepwater Warehouse	Fieldwood	83525.A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 702645-21-61	AFE FW580018	KATMAI/ORLOV/GE NOVESA				4			0	0	
Deepwater Warehouse	Fieldwood	83526.A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 702640-35-41	AFE FW580018	KATMAI/ORLOV/GE NOVESA				7			0	0	
Aker - Mobile	Aker Solutions	10239579	298203-2	A712 Rack A Sec 7	ASSY,IPC,DUAL PSU,DUAL DIO32 W/ SMACS6		FIELDWOOD - BIGBEND	EA			1			0		
Aker - Mobile	Aker Solutions	10236989	317793-1	A712 Rack A Sec 7	KIT, ESD SIMULATOR		FIELDWOOD - BIGBEND	EA			1			0		
Aker - Mobile	Aker Solutions	10258430	4500776661-10-2	A712 Rack A Sec 7	CASE, TRANSPORT, 1630		Non-project specific	EA			1			0		
Aker - Mobile	Aker Solutions	10135325		A712	SEAL KIT, NCC, RS-8-B-PK2-C510-MS-SK			EA			20			0		
Aker - Mobile	Aker Solutions	10135325		A712	SEAL KIT, NCC, RS-8-B-PK2-C510-MS-SK			EA			48			0		
Aker - Mobile	Aker Solutions	10135325		A712	SEAL KIT, NCC, RS-8-B-PK2-C510-MS-SK			EA			36			0		
Aker - Mobile	Aker Solutions	10135325		A712	SEAL KIT, NCC, RS-8-B-PK2-C510-MS-SK			EA			60			0		
Aker - Mobile	Aker Solutions	10135326		A712	TOOL KIT, RS CPLR, NCC, RS-8-TK-3			EA			2			0		
Aker - Mobile	Aker Solutions	8B15-000663-02	281788-2	A718 Rack A Sec 7	COUPLER,HYD,MALE, 250,10KPSI,1/2 FNPT A		Non-project specific	EA			1			0		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Aker - Mobile	Aker Solutions	BB13-060176-18	1401/B/M5201	A718 Rack A Sec 7	ICON TOPSIDE 1200 DUAL CHANNEL ELECTRICA		FIELDWOOD – DANTZLER	EA			1		0			
Aker - Mobile	Aker Solutions	10063176	310299:1	A718 Rack A Sec 7	Coupling,1/2",UO,Male,15KSI, 9/16 M/P		FIELDWOOD – BIGBEND	EA			1		0			
Aker - Mobile	Aker Solutions	10063176	310299:2	A718 Rack A Sec 7	Coupling,1/2",UO,Male,15KSI, 9/16 M/P		FIELDWOOD – BIGBEND	EA			1		0			
Aker - Mobile	Aker Solutions	10063176	310299:3	A718 Rack A Sec 7	Coupling,1/2",UO,Male,15KSI, 9/16 M/P		FIELDWOOD – BIGBEND	EA			1		0			
Aker - Mobile	Aker Solutions	10063176	310299:4	A718 Rack A Sec 7	Coupling,1/2",UO,Male,15KSI, 9/16 M/P		FIELDWOOD – BIGBEND	EA			1		0			
Aker - Mobile	Aker Solutions	10063176	310299:5	A718 Rack A Sec 7	Coupling,1/2",UO,Male,15KSI, 9/16 M/P		FIELDWOOD – BIGBEND	EA			1		0			
Aker - Mobile	Aker Solutions	10063176	310299:6	A718 Rack A Sec 7	Coupling,1/2",UO,Male,15KSI, 9/16 M/P		FIELDWOOD – BIGBEND	EA			1		0			
Aker - Mobile	Aker Solutions	10063176	310299:7	A718 Rack A Sec 7	Coupling,1/2",UO,Male,15KSI, 9/16 M/P		FIELDWOOD – BIGBEND	EA			1		0			
Aker - Mobile	Aker Solutions	10063176	310299:8	A718 Rack A Sec 7	Coupling,1/2",UO,Male,15KSI, 9/16 M/P		FIELDWOOD – BIGBEND	EA			1		0			
Aker - Mobile	Aker Solutions	10194964	1034146-34	A718 Rack A Sec 7	TEST CONNECTOR, DIVER MATE CE PLUG		FIELDWOOD – BIGBEND	EA			1		0			
Aker - Mobile	Aker Solutions	10194964	1034146-35	A718 Rack A Sec 7	TEST CONNECTOR, DIVER MATE CE PLUG		FIELDWOOD – BIGBEND	EA			1		0			
Aker - Mobile	Aker Solutions	10189751	SIM-13-11-12126	A718 Rack A Sec 7	SIMULATOR, ACOUSTIC PIG DETECTOR		FIELDWOOD – BIGBEND	EA			1		0			
Aker - Mobile	Aker Solutions	10198475	SIM-13-11-12127	A718 Rack A Sec 7	SIMULATOR, ACOUSTIC SAND DETECTOR		FIELDWOOD – BIGBEND	EA			1		0			
Aker - Mobile	Aker Solutions	BB14-060480-12	2058-SN-030	A718 Rack A Sec 7	ICON TOPSIDE EXTENDED 1200 MODEM MODULE		Non-project specific FIELDWOOD –	EA			1		0			
Aker - Mobile	Aker Solutions	BB15-000680-81	1016399-42	A718 Rack A Sec 7	CONN-ELECT, ROV MATEABLE, RECEPT, 4		BIGBEND	EA			1		0			
Aker - Mobile	Aker Solutions	BB15-000680-81	1016399-43	A718 Rack A Sec 7	CONN-ELECT, ROV MATEABLE, RECEPT, 4		FIELDWOOD – BIGBEND	EA			1		0			
Aker - Mobile	Aker Solutions	10144574	FNS19060RINZ	A718 Rack A Sec 7	CONVERTOR, ETHERNET & OPTICAL, RGD		FIELDWOOD – BIGBEND	EA			1		0			
Aker - Mobile	Aker Solutions	10186368	15041809	A718 Rack A Sec 7	COMPUTER PART, 1U KEYBORD/FLIPTOP MONITO		Non-project specific FIELDWOOD –	EA			1		0			
Aker - Mobile	Aker Solutions	BB15-060312-06	1111503985/BF	A718 Rack A Sec 7	POWER SUPPLY TYPE SEM10S, MAINS 90-240V		BIGBEND	EA			1		0			
Aker - Mobile	Aker Solutions	10246629	6099	A718 Rack A Sec 7	AUXILIARY CONNECTION UNIT (ACU)		Non-project specific	EA			1		0			
Aker - Mobile	Aker Solutions	BB14-060049-01	TSLC2106-SN-001	A718 Rack A Sec 7	MODEM SWITCH MODULE ASSY		Non-project specific	EA			1		0			
Aker - Mobile	Aker Solutions	10241616	333070001	A718 Rack A Sec 7	CABLE ASSY,8W CANNON S TO 12W CONN P, 6'		Non-project specific	EA			1		0			
Aker - Mobile	Aker Solutions	10240031	333069001	A718 Rack A Sec 7	CABLE ASSY,12W CANNON P-12W CANNON R,25'		Non-project specific	EA			1		0			
Aker - Mobile	Aker Solutions	10241291	1092062-2	A718 Rack A Sec 7	CABLE ASSY, 6W ROV PLUG - 8W CANNON RCPT		Non-project specific	EA			1		0			
Aker - Mobile	Aker Solutions	10241290	1092061-2	A718 Rack A Sec 7	CABLE ASSY,4W ROV RCPT - 12W CANNON PLUG		Non-project specific	EA			1		0			
Aker - Mobile	Aker Solutions	10222161	1079132-6	A718 Rack A Sec 7	CABLE ASSY, 4 WAY ROV PLUG - CANNON CONN		Non-project specific	EA			1		0			
Aker - Mobile	Aker Solutions	10222024	1079130-8	A718 Rack A Sec 7	CABLE ASSY,8WAY CANNON PLUG-CANNON RCPT		Non-project specific	EA			1		0			
Aker - Mobile	Aker Solutions	10241279	1092060-2	A718 Rack A Sec 7	CABLE ASSY,8W ROV RCPT - 12W CANNON PLUG		Non-project specific	EA			1		0			
Aker - Mobile	Aker Solutions	BB15-000163-64	294477:11	A718 Rack A Sec 7	COUPLER PART, HYDR,GUIDE,0.250OR .500 FA		FIELDWOOD – BIGBEND	EA			1		0			
Aker - Mobile	Aker Solutions	BB15-000163-64	294477:18	A718 Rack A Sec 7	COUPLER PART, HYDR,GUIDE,0.250OR .500 FA		FIELDWOOD – BIGBEND	EA			1		0			
Aker - Mobile	Aker Solutions	BB15-000163-64	294477:40	A718 Rack A Sec 7	COUPLER PART, HYDR,GUIDE,0.250OR .500 FA		FIELDWOOD – BIGBEND	EA			1		0			
Aker - Mobile	Aker Solutions	BB15-000163-64	294477:28	A718 Rack A Sec 7	COUPLER PART, HYDR,GUIDE,0.250OR .500 FA		FIELDWOOD – BIGBEND	EA			1		0			
Aker - Mobile	Aker Solutions	BB15-000163-64	294477:6	A718 Rack A Sec 7	COUPLER PART, HYDR,GUIDE,0.250OR .500 FA		FIELDWOOD – BIGBEND	EA			1		0			
Aker - Mobile	Aker Solutions	BB15-000163-64	294477:25	A718 Rack A Sec 7	COUPLER PART, HYDR,GUIDE,0.250OR .500 FA		FIELDWOOD – BIGBEND	EA			1		0			
Aker - Mobile	Aker Solutions	BB15-000163-64	294477:32	A718 Rack A Sec 7	COUPLER PART, HYDR,GUIDE,0.250OR .500 FA		FIELDWOOD – BIGBEND	EA			1		0			
Aker - Mobile	Aker Solutions	BB15-000163-64	294477:30	A718 Rack A Sec 7	COUPLER PART, HYDR,GUIDE,0.250OR .500 FA		FIELDWOOD – BIGBEND	EA			1		0			
Aker - Mobile	Aker Solutions	10232780	312376-1	AWN1 Awning 1	ASSY, SCM TEST STAND, NOBLE		FIELDWOOD – BIGBEND	EA			1		0			
Aker - Mobile	Aker Solutions	BB11-000182-14	4500643069-10-1	F001 Floor Area Sec1	SHIPPING FRAME ASSY, CONTROL MODULE		FIELDWOOD – BIGBEND	EA			1		0			
Aker - Mobile	Aker Solutions	BB11-000182-14	69038/03-001	F004 Floor Area Sec4	SHIPPING FRAME ASSY, CONTROL MODULE		FIELDWOOD – SWORDFISH	EA			1		0			
Aker - Mobile	Aker Solutions	10257558	218637-1	F004 Floor Area Sec4	SCM ASSY, 22 HYDR, 4 ELEC, 4 ROV CONNS		FIELDWOOD – DANTZLER	EA			1		0			
Aker - Mobile	Aker Solutions	BB14-000735-65	SN000156	F006 Floor Area Sec6	CSL ASSY,MCS, TWO CABINET,NOBLEENERGY		FIELDWOOD - LORIE	EA			1		0			
Aker - Mobile	Aker Solutions	10325709	19-10-3308-DM	F007 Floor Area Sec7	ACOSTIC SAND DETECTOR FUNNEL, 5.56" OD		Non-project specific FIELDWOOD –	EA			1		0			
Aker - Mobile	Aker Solutions	10239579	306108-1	G206 Rack G Sec 2	ASSY,IPC,DUAL PSU,DUAL DIO32 W/ SMAC56		BIGBEND	EA			1		0			
Aker - Mobile	Aker Solutions	10258430	4500861523-10-001	G206 Rack G Sec 2	CASE, TRANSPORT, 1630		Non-project specific	EA			1		0			
Aker - Mobile	Aker Solutions	10258430	4233351-1	G206 Rack G Sec 2	CASE, TRANSPORT, 1630		Non-project specific	EA			1		0			
Aker - Mobile	Aker Solutions	BB15-061245-04	10357810	J003 Rack J Sec 00	BAKER HUGHES PQ HARVEST DHPT SUBSEA I/F		Non-project specific FIELDWOOD –	EA			1		0			
Aker - Mobile	Aker Solutions	BB11-000216-49	69397/03-001	J103 Rack J Sec 1	TEST EQPT ASSY,TEST SET WINDOWS BASED,SE		SWORDFISH	EA			1		0			

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Aker - Mobile	Aker Solutions	10056594	138753-1	J103 Rack J Sec 1	TEST EQUIP ASSY, TEST SET,9600 BAUD RATE		Non-project specific	EA			1		0			
Aker - Mobile	Aker Solutions	BB15-000731-05	1HTYA13472	J103 Rack J Sec 1	COMPUTER,LAPTOP,PANASONICTOUGHBOOK		FIELDWOOD - RATON	EA			1		0			
Aker - Mobile	Aker Solutions	BB14-000748-78	001956-0020A	J103 Rack J Sec 1	MCS EQUIP ASSY,SUBSEA ELECT POWER UNIT,3		FIELDWOOD - SWORDFISH	EA			1		0			
Aker - Mobile	Aker Solutions	BB14-000748-78	002271-0001A	J103 Rack J Sec 1	MCS EQUIP ASSY,SUBSEA ELECT POWER UNIT,3		Non-project specific	EA			1		0			
Aker - Mobile	Aker Solutions	10187605	300189-1	J103 Rack J Sec 1	RACK, SEPA 120/208/240, 600-1200, 2.5KVA		FIELDWOOD - BIGBEND	EA			1		0			
Aker - Mobile	Aker Solutions	BB15-000695-37	1007794-22	J103 Rack J Sec 1	CONN,ELECT,FLYING TEST RCPT, 8-WAY,W		FIELDWOOD - DANTZLER	EA			1		0			
Aker - Mobile	Aker Solutions	10236194	301468-1	J103 Rack J Sec 1	RACK, SEPA, 120/208/240, 300-600, 2.5KVA		FIELDWOOD - BIGBEND	EA			1		0			
Aker - Mobile	Aker Solutions	10233298	22560-02.001	J103 Rack J Sec 1	SIMULATOR, DIGITAL PRESS/TEMP, ROXAR		FIELDWOOD - BIGBEND	EA			1		0			
Aker - Mobile	Aker Solutions	10190723	8142	J303 J303	ONLINE CONTROL & CONNECTION PANEL, MCS		FIELDWOOD - BIGBEND	EA			1		0			
Aker - Mobile	Aker Solutions	10232704	310899-1	J501 J501	TEST EQUIP ASSY, PETU, 1200 BAUD 2 of 2		FIELDWOOD - BIGBEND	EA			1		0			
Aker - Mobile	Aker Solutions	10232781	313393-1	K031 Rack K Sec 2	ASSY, DUMMY SCM TEST & FLUSH PLATE		FIELDWOOD - BIGBEND	EA			1		0			
Aker - Mobile	Aker Solutions	10238674	143604-1	K032 Rack K Sec 2	SUBSEA CONTROL MODULE-MARATHON OZONA		FIELDWOOD - DANTZLER	EA			1		0			
Aker - Mobile	Aker Solutions	BB11-000117-70	74482/04-001	K033 Rack K Sec 2	POD ASY ELEC/HYD MARINERSWORDFISH		FIELDWOOD - SWORDFISH	EA			1		0			
Aker - Mobile	Aker Solutions	BB11-000117-70	69035/03-001	K034 Rack K Sec 2	POD ASY ELEC/HYD MARINERSWORDFISH		FIELDWOOD - SWORDFISH	EA			1		0			
Aker - Mobile	Aker Solutions	BB11-000117-89	76956/05-001	K035 Rack K Sec 2	SCM ASSY,ELEC/HYDR,(21) SOLENOID VLVs,[6		FIELDWOOD - LORIAN	EA			1		0			
Aker - Mobile	Aker Solutions	10034781	4009455/07-001	K036 Rack K Sec 2	SCM ASSY, 21 HYDR, 5 ELEC, 4 ROV CONNS		FIELDWOOD - DANTZLER	EA			1		0			
Aker - Mobile	Aker Solutions	BB15-000731-05	9CKSA61484	MQ01 Mobile Rack QRT	COMPUTER,LAPTOP,PANASONICTOUGHBOOK		Non-project specific	EA			1		0			
Aker - Mobile	Aker Solutions	BB15-000782-48	4500516448-0030	NTFD Not Found	COMPUTER PART,1756-PA72 CONTROL LOGIX P/		Non-project specific	EA			1		0			
Aker - Mobile	Aker Solutions	BB15-000782-52	4500744743-0010	NTFD Not Found	COMPUTER PART,1756-IF8,ANLG INPUT 8 CH		Non-project specific	EA			1		0			
Aker - Mobile	Aker Solutions	10284242	4500589952-0020	NTFD Not Found	PORTSERVER, DIGI TS16 MEI INTERNATIONAL		Non-project specific	EA			1		0			
Aker - Mobile	Aker Solutions	BB15-000731-77	50005939-002	RCVD Received	COMPUTER,SYSTEL RACKMOUNT IPC,MCS		FIELDWOOD - LORIAN	EA			1		0			
Aker - Mobile	Aker Solutions	BB15-000731-05	1KTYA41555	TB03 Test Bay 03	COMPUTER,LAPTOP,PANASONICTOUGHBOOK		FIELDWOOD - RATON	EA			1		0			
Aker - Mobile	Aker Solutions	BB11-000182-14	4500643069-10-2	YD1G Yard 1 Sec G	SHIPPING FRAME ASSY, CONTROL MODULE		FIELDWOOD - BIGBEND	EA			1		0			
Archer - Houston	Archer	102-01-0235	USSC-13-0751		7 5/8" CFLEX SS - 145 ksi 945X, assembled with pup joints			EA					0			
Arctic Pipe - Houston	Arctic Pipe	18137-G		Rack No. DD14 (C)	16" DALLMINE Q-125 CASING, 96.00#, HYD 511 THREAD			EA	NEW	27,972.48	7	291.38	0			
Arctic Pipe - Houston	Arctic Pipe	19139-G		Rack No. DD09 (C)	17 7/8" DALLMINE P-110 CASING, 93.50#, HYD 521 THREAD			EA	NEW	3,805.45	1	40.70	0			
Arctic Pipe - Houston	Arctic Pipe	19421-H		Rack No. DD14 (C)	16" DALLMINE Q-125 CASING, 96.00#, HYD 511 THREAD			EA	NEW	20,666.88	5	215.28	0			
Arctic Pipe - Houston	Arctic Pipe	23294-E		Rack No. G04 (C)	16" TENARIS Q-125 CASING, 96.00#, HYD 511 THREAD			EA	USED	4,030.08	1	41.98	0			
Arctic Pipe - Houston	Arctic Pipe	23294-E		Rack No. G04 (C)	16" TENARIS Q-125 CASING, 96.00#, HYD 511 THREAD			EA	USED	4,121.28	1	42.93	0			
Arctic Pipe - Houston	Arctic Pipe	23312-E		Rack No. G04 (C)	16" TENARIS Q-125 CASING, 96.00#, HYD 511 THREAD			EA	USED	4,120.32	1	42.92	0			
Arctic Pipe - Houston	Arctic Pipe	25037-H		Rack No. A02 (C)	11 7/8" TAMSA TN-125 HC CASING, 71.80#, TSH 523 DPLS THREAD			EA	NEW	19,645.92	7	273.62	0			
Arctic Pipe - Houston	Arctic Pipe	25037-H		Rack No. A06 (C)	11 7/8" TAMSA TN-125 HC CASING, 71.80#, TSH 523 DPLS THREAD			EA	NEW	14,214.25	5	197.97	0			
Arctic Pipe - Houston	Arctic Pipe	25037-I		Rack No. G16 (C)	11 7/8" TAMSA TN-125 HC CASING, 71.80#, TSH 523 DPLS THREAD			EA	NEW	2,903.59	1	40.44	0			
Arctic Pipe - Houston	Arctic Pipe	25037-I		Rack No. G16 (C)	11 7/8" TAMSA TN-125 HC CASING, 71.80#, TSH 523 DPLS THREAD			EA	NEW	5,554.45	2	77.36	0			
Arctic Pipe - Houston	Arctic Pipe	25166-C		Rack No. CROA (C)	17 7/8" TENARIS P-110 PUP JOINTS, 93.50#, HYD 521 THREAD			EA	NEW	3,740.00	2	40.00	0			
Arctic Pipe - Houston	Arctic Pipe	25166-C		Rack No. CROA (C)	17 7/8" TENARIS P-110 PUP JOINTS, 93.50#, HYD 521 THREAD			EA	NEW	1,870.00	1	20.00	0			
Arctic Pipe - Houston	Arctic Pipe	25526		Rack No. K05 (C)	13 5/8" TAMSA Q-125 HC X-OVER, 88.20#, HYD 523 DPLS PIN THREAD			EA	NEW	1,852.20	1	21.00	0			
Arctic Pipe - Houston	Arctic Pipe	25782-B		Rack No. B07 (C)	16" DALLMINE Q-125 CASING, 96.00#, HYD 511 THREAD			EA	NEW	3,993.60	1	41.60	0			
Arctic Pipe - Houston	Arctic Pipe	25782-C		Rack No. G04 (C)	16" DALLMINE Q-125 CASING, 96.00#, HYD 511 THREAD			EA	NEW	27,802.56	7	289.61	0			
Arctic Pipe - Houston	Arctic Pipe	27796-E		Rack No. G04 (C)	16" DALLMINE Q-125 CASING, 96.00#, HYD 511 THREAD			EA	NEW	4,199.04	1	43.74	0			
Arctic Pipe - Houston	Arctic Pipe	27922-E		Rack No. A07 (C)	11 7/8" TENARIS TN-125 HC CASING, 71.80#, HYD 523 DPLS THREAD			EA	NEW	5,976.63	2	83.24	0			
Arctic Pipe - Houston	Arctic Pipe	27922-E		Rack No. A07 (C)	11 7/8" TENARIS TN-125 HC CASING, 71.80#, HYD 523 DPLS THREAD			EA	NEW	20,620.96	7	287.20	0			
Arctic Pipe - Houston	Arctic Pipe	27923-H		Rack No. D25 (C)	9 7/8" TAMSA TN-125 HC CASING, 62.80#, TSH 523 DPLS THREAD			EA	NEW	5,115.06	2	81.45	0			
Arctic Pipe - Houston	Arctic Pipe	27923-I		Rack No. G16 (C)	9 7/8" TAMSA TN-125 HC CASING, 62.80#, TSH 523 DPLS THREAD			EA	NEW	2,527.07	1	40.24	0			
Arctic Pipe - Houston	Arctic Pipe	28360-D		Rack No. BLDG (C)	9 7/8" TENARIS TN110CR135 CASING, 62.80#, TSH 523 DPLS THREAD			EA	NEW	100,417.20	39	1,599.00	0			
Arctic Pipe - Houston	Arctic Pipe	29030-B		Rack No. G04 (C)	16" DALLMINE Q-125 CASING, 96.00#, HYD 511 THREAD			EA	USED	8,457.60	2	88.10	0			
Arctic Pipe - Houston	Arctic Pipe	29102-C		Rack No. G04 (C)	16" TENARIS Q-125 CASING, 96.00#, HYD 511 THREAD			EA	NEW	28,087.52	7	293.37	0			
Arctic Pipe - Houston	Arctic Pipe	29102-C		Rack No. G04 (C)	16" U S STEEL Q-125 CASING, 96.00#, HYD 511 THREAD			EA	NEW	4,107.84	1	42.79	0			
Arctic Pipe - Houston	Arctic Pipe	29308		Rack No. H05 (C)	17 7/8" TENARIS P-110 CASING, 93.50#, HYD 521 THREAD			EA	NEW	289,634.95	73	3,097.70	0			
Arctic Pipe - Houston	Arctic Pipe	29344-D		Rack No. ACRE (C)	10 3/4" TENARIS TN-125 HC PUP JOINTS, 73.20#, MAC II DPLS THREAD			EA	NEW	0.00	2	0.00	0			
Arctic Pipe - Houston	Arctic Pipe	29345-C		Rack No. N00 (C)	14" TENARIS TN-125 HC PUP JOINTS, 114.00#, TSH 523 DPLS THREAD			EA	NEW	2,280.00	1	20.00	0			
Arctic Pipe - Houston	Arctic Pipe	29346		Rack No. D47 (C)	13 5/8" UNKNOWN MFG TN-125 HC PUP JOINTS, 88.20#, TSH 523 DPLS THREAD			EA	NEW	7,056.00	4	80.00	0			
Arctic Pipe - Houston	Arctic Pipe	29768-B		Rack No. A07 (C)	10 3/4" TAMSA TN-125 HC CASING, 73.20#, MAC II DPLS THREAD			EA	NEW	3,001.20	1	41.00	0			
Arctic Pipe - Houston	Arctic Pipe	29768-B		Rack No. ACRE (C)	10 3/4" TAMSA TN-125 HC CASING, 73.20#, MAC II DPLS THREAD			EA	NEW	3,059.76	1	41.80	0			
Arctic Pipe - Houston	Arctic Pipe	29768-C		Rack No. C38 (C)	10 3/4" TAMSA TN-125 HC CASING, 73.20#, MAC II DPLS THREAD			EA	NEW	84,014.57	27	1,147.74	0			
Arctic Pipe - Houston	Arctic Pipe	29815-E		Rack No. A08 (C)	10 3/4" TENARIS TN-125 HC CASING, 73.20#, MAC I DPLS THREAD			EA	NEW	43,249.49	14	590.84	0			
Arctic Pipe - Houston	Arctic Pipe	29815-E		Rack No. B808 (C)	10 3/4" TENARIS TN-125 HC CASING, 73.20#, MAC II DPLS THREAD			EA	NEW	34,264.20	11	468.09	0			
Arctic Pipe - Houston	Arctic Pipe	29816-C		Rack No. D25 (C)	9 7/8" TAMSA TN-125 HC CASING, 62.80#, TSH 523 DPLS THREAD			EA	NEW	2,385.14	1	37.98	0			
Arctic Pipe - Houston	Arctic Pipe	29816-E		Rack No. F08 (C)	9 7/8" TAMSA TN-125 HC CASING, 62.80#, TSH 523 DPLS THREAD			EA	NEW	19,788.91	8	315.11	0			
Arctic Pipe - Houston	Arctic Pipe	29816-F		Rack No. G16 (C)	9 7/8" TAMSA TN-125 HC CASING, 62.80#, TSH 523 DPLS THREAD			EA	NEW	2,477.46	1	39.45	0			
Arctic Pipe - Houston	Arctic Pipe	30096-C		Rack No. G04 (C)	16" TENARIS Q-125 CASING, 96.00#, HYD 511 THREAD			EA	NEW	16,572.48	4	172.63	0			
Arctic Pipe - Houston	Arctic Pipe	30096-C		Rack No. G04 (C)	16" TENARIS Q-125 CASING, 96.00#, HYD 511 THREAD			EA	NEW	173,958.72	42	1,812.07	0			
Arctic Pipe - Houston	Arctic Pipe	30096-D		Rack No. N19 (C)	16" TENARIS Q-125 CASING, 96.00#, HYD 511 THREAD			EA	NEW	28,842.24	7	300.44	0			
Arctic Pipe - Houston	Arctic Pipe	31235-E		Rack No. N08 (C)	17 7/8" DALLMINE P-110 CASING, 93.50#, HYD 521 DPLS THREAD			EA	NEW	258,966.95	66	2,769.70	0			
Arctic Pipe - Houston	Arctic Pipe	31235-F		Rack No. N08 (C)	17 7/8" DALLMINE P-110 CASING, 93.50#, HYD 521 DPLS THREAD			EA	NEW	35,088.68	9	375.28	0			
Arctic Pipe - Houston	Arctic Pipe	31235-F		Rack No. N08 (C)	17 7/8" DALLMINE P-110 CASING, 93.50#, HYD 521 DPLS THREAD			EA	NEW	7,954.98	2	85.08	0			
Arctic Pipe - Houston	Arctic Pipe	31492-B		Rack No. C23 (C)	17 7/8" TENARIS P-110 CASING, 93.50#, HYD 521 DPLS THREAD			EA	NEW	27,114.07	7	289.99	0			
Arctic Pipe - Houston	Arctic Pipe	31492-B		Rack No. C23 (C)	17 7/8" TENARIS P-110 CASING, 93.50#, HYD 521 DPLS THREAD			EA	NEW	91,215.80	24	975.57	0			
Arctic Pipe - Houston	Arctic Pipe	31640-B		Rack No. ACRE (C)	10 3/4" TENARIS TN-125 HC PUP JOINTS, 73.20#, MAC II DPLS THREAD			EA	NEW	0.00	1	0.00	0			
Arctic Pipe - Houston	Arctic Pipe	31654-C		Rack No. C25 (C)	10 3/4" TAMSA TN-125 HC CASING, 73.20#, MAC II DPLS THREAD			EA	NEW	3,121.25	1	42.64	0			

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Arctic Pipe - Houston	Arctic Pipe	31654-C		Rack No. C25 (C)	10 3/4" TAMSA TN-125 HC CASING, 73.20#, MAC II DPLS THREAD			EA	NEW	3,126.37	1	42.71	0			
Arctic Pipe - Houston	Arctic Pipe	31660-B		Rack No. G16 (C)	9 7/8" TAMSA TN-125 HC CASING, 62.80#, TSH 523 DPLS THREAD			EA	NEW	2,815.32	1	44.83	0			
Arctic Pipe - Houston	Arctic Pipe	31666-B		Rack No. A06 (C)	10 3/4" TAMSA TN-125 HC CASING, 73.20#, MAC II THREAD			EA	USED	12,488.65	4	170.61	0			
Arctic Pipe - Houston	Arctic Pipe	31721-B		Rack No. A08 (C)	11 7/8" TENARIS TN-125 HC CASING, 71.80#, TSH 523 DPLS THREAD			EA	NEW	2,381.09	1	31.77	0			
Arctic Pipe - Houston	Arctic Pipe	31721-B		Rack No. A08 (C)	11 7/8" TENARIS TN-125 HC CASING, 71.80#, TSH 523 DPLS THREAD			EA	NEW	9,494.11	3	132.23	0			
Arctic Pipe - Houston	Arctic Pipe	31721-B		Rack No. A08 (C)	11 7/8" TENARIS TN-125 HC CASING, 71.80#, TSH 523 DPLS THREAD			EA	NEW	23,336.44	8	325.02	0			
Arctic Pipe - Houston	Arctic Pipe	31729-B		Rack No. B38 (C)	9 7/8" TAMSA TN-125 HC CASING, 62.80#, TSH 523 DPLS THREAD			EA	NEW	47,700.37	19	759.56	0			
Arctic Pipe - Houston	Arctic Pipe	31729-C		Rack No. F08 (C)	9 7/8" TAMSA TN-125 HC CASING, 62.80#, TSH 523 DPLS THREAD			EA	NEW	5,157.14	2	82.12	0			
Arctic Pipe - Houston	Arctic Pipe	31788-C		Rack No. N19 (C)	16" DALMINE Q-125 IC CASING, 96.00#, TSH 513 DPLS THREAD			EA	NEW	19,802.88	5	206.28	0			
Arctic Pipe - Houston	Arctic Pipe	31788-C		Rack No. N19 (C)	16" DALMINE Q-125 IC CASING, 96.00#, TSH 513 DPLS THREAD			EA	NEW	464,681.28	117	4,840.43	0			
Arctic Pipe - Houston	Arctic Pipe	31967-B		Rack No. M21 (C)	17 7/8" DALMINE P-110 CASING, 93.50#, HYD 521 DPLS THREAD			EA	NEW	11,918.45	3	127.47	0			
Arctic Pipe - Houston	Arctic Pipe	31967-B		Rack No. M21 (C)	17 7/8" DALMINE P-110 CASING, 93.50#, HYD 521 DPLS THREAD			EA	NEW	296,149.10	76	3,167.37	0			
Arctic Pipe - Houston	Arctic Pipe	31969-B		Rack No. N08 (C)	17 7/8" DALMINE P-110 CASING, 93.50#, TSH 521 DPLS THREAD			EA	NEW	4,259.86	1	45.56	0			
Arctic Pipe - Houston	Arctic Pipe	31970-B		Rack No. N08 (C)	17 7/8" DALMINE P-110 CASING, 93.50#, TSH 521 DPLS THREAD			EA	NEW	4,104.65	1	43.90	0			
Arctic Pipe - Houston	Arctic Pipe	32027		Rack No. J03 (C)	13 5/8" TAMSA TN-125 HC CASING, 88.20#, HYD 523 THREAD			EA	NEW	71,636.04	19	812.20	0			
Arctic Pipe - Houston	Arctic Pipe	32463-B		Rack No. G16 (C)	11 7/8" TENARIS TN-125 HC CASING, 71.80#, TSH 523 DPLS THREAD			EA	USED	11,151.26	4	155.31	0			
Arctic Pipe - Houston	Arctic Pipe	32463-B		Rack No. G16 (C)	11 7/8" TENARIS TN-125 HC CASING, 71.80#, TSH 523 DPLS THREAD			EA	USED	2,895.69	1	40.33	0			
Arctic Pipe - Houston	Arctic Pipe	32779-B		Rack No. N19 (C)	16" DALMINE Q-125 IC CASING, 96.00#, TSH 513 DPLS THREAD			EA	NEW	3,688.32	1	38.42	0			
Arctic Pipe - Houston	Arctic Pipe	32781-B		Rack No. C23 (C)	10 3/4" TAMSA TN-125 HC CASING, 73.20#, MAC II THREAD			EA	NEW	3,087.58	1	42.18	0			
Arctic Pipe - Houston	Arctic Pipe	32887		Rack No. BLDG (C)	10 3/4" UNKNOWN MFG 41.45 M X-OVER, 79.22#, TSH 563 PIN THREAD			EA	NEW	245.52	1	3.10	0			
Arctic Pipe - Houston	Arctic Pipe	33395-B		Rack No. M21 (C)	16" DALMINE Q-125 CASING, 96.00#, HYD 511 THREAD			EA	NEW	89,016.96	20	927.26	0			
Arctic Pipe - Houston	Arctic Pipe	33456-C		Rack No. CC06 (C)	16" DALMINE Q-125 CASING, 96.00#, HYD 511 THREAD			EA	NEW	22,329.60	5	232.60	0			
Arctic Pipe - Houston	Arctic Pipe	33457-B		Rack No. CC06 (C)	16" DALMINE Q-125 CASING, 96.00#, HYD 511 THREAD			EA	NEW	4,120.32	1	42.92	0			
Arctic Pipe - Houston	Arctic Pipe	33468-B		Rack No. G16 (C)	11 7/8" TAMSA TN-125 HC CASING, 71.80#, TSH 523 DPLS THREAD			EA	NEW	2,805.23	1	39.07	0			
Arctic Pipe - Houston	Arctic Pipe	33469-B		Rack No. G16 (C)	11 7/8" TAMSA TN-125 HC CASING, 71.80#, TSH 523 DPLS THREAD			EA	USED	21,109.20	7	294.00	0			
Arctic Pipe - Houston	Arctic Pipe	33469-B		Rack No. G16 (C)	11 7/8" TAMSA TN-125 HC CASING, 71.80#, TSH 523 DPLS THREAD			EA	USED	13,644.87	4	190.04	0			
Arctic Pipe - Houston	Arctic Pipe	33519-D		Rack No. H19 (C)	14" TAMSA Q-125 ICY PUP JOINTS, 116.00#, TSH 523 THREAD			EA	NEW	0.00	1	0.00	0			
Arctic Pipe - Houston	Arctic Pipe	33521-B		Rack No. M21 (C)	9 7/8" TAMSA TN-125 HC CASING, 62.80#, TSH 523 DPLS THREAD			EA	NEW	2,453.69	1	39.07	0			
Arctic Pipe - Houston	Arctic Pipe	33533-B		Rack No. M21 (C)	9 7/8" TAMSA TN-125 HC CASING, 62.80#, TSH 523 DPLS THREAD			EA	USED	19,441.00	8	309.57	0			
Arctic Pipe - Houston	Arctic Pipe	33553-B		Rack No. BLDG (C)	16" U S STEEL Q-125 HC X-OVER, 96.00#, THREAD			EA	NEW	2,310.72	6	24.07	0			
Arctic Pipe - Houston	Arctic Pipe	33554-B		Rack No. BLDG (C)	16" U S STEEL Q-125 HC X-OVER, 96.00#, THREAD			EA	NEW	2,404.80	6	25.05	0			
Arctic Pipe - Houston	Arctic Pipe	33556-C		Rack No. D24 (C)	7 3/4" TAMSA Q-125 IC CASING, 46.10#, TSH 523 THREAD			EA	NEW	2,138.58	1	46.39	0			
Arctic Pipe - Houston	Arctic Pipe	33558-B		Rack No. ACRE (C)	10 3/4" UNKNOWN MFG TN-125 HC PUP JOINTS, 73.20#, MAC II DPLS THREAD			EA	USED	0.00	1	0.00	0			
Arctic Pipe - Houston	Arctic Pipe	33564		Rack No. D15 (C)	16" DALMINE Q-125 CASING, 96.00#, TSH 511 THREAD			EA	USED	4,168.32	1	43.42	0			
Arctic Pipe - Houston	Arctic Pipe	33934		Rack No. F13 (C)	17 7/8" DALMINE P-110 CASING, 93.50#, TSH 521 DPLS THREAD			EA	NEW	42,585.51	11	455.46	0			
Arctic Pipe - Houston	Arctic Pipe	33935		Rack No. F12 (C)	17 7/8" DALMINE P-110 CASING, 93.50#, HYD 521 THREAD			EA	NEW	4,314.09	1	46.14	0			
Arctic Pipe - Houston	Arctic Pipe	33936		Rack No. F12 (C)	17 7/8" DALMINE P-110 CASING, 93.50#, HYD 521 THREAD			EA	NEW	3,833.50	1	41.00	0			
Arctic Pipe - Houston	Arctic Pipe	33937		Rack No. F12 (C)	17 7/8" DALMINE P-110 CASING, 93.50#, HYD 521 THREAD			EA	NEW	3,833.50	1	41.00	0			
Arctic Pipe - Houston	Arctic Pipe	33952		Rack No. DD13 (C)	16" DALMINE Q-125 CASING, 96.00#, TSH 511 THREAD			EA	NEW	49,555.20	12	516.20	0			
Arctic Pipe - Houston	Arctic Pipe	33953		Rack No. DD10 (C)	16" DALMINE Q-125 CASING, 96.00#, TSH 511 THREAD			EA	NEW	18,432.00	4	192.00	0			
Arctic Pipe - Houston	Arctic Pipe	33954		Rack No. DD13 (C)	16" DALMINE Q-125 CASING, 96.00#, TSH 511 THREAD			EA	NEW	4,880.64	1	50.84	0			
Arctic Pipe - Houston	Arctic Pipe	33955		Rack No. DD13 (C)	16" DALMINE Q-125 CASING, 96.00#, TSH 511 THREAD			EA	NEW	4,497.60	1	46.85	0			
Arctic Pipe - Houston	Arctic Pipe	33974-E		Rack No. H19 (C)	14" TAMSA Q-125 ICY PUP JOINTS, 116.00#, TSH 523 THREAD			EA	NEW	1,740.00	1	15.00	0			
Arctic Pipe - Houston	Arctic Pipe	33974-EE		Rack No. H19 (C)	14" TAMSA Q-125 ICY PUP JOINTS, 116.00#, TSH 523 DPLS PIN THREAD			EA	NEW	0.00	1	0.00	0			
Arctic Pipe - Houston	Arctic Pipe	33977		Rack No. BLDG (C)	16" 4330.130 X-OVER, 96.00#, TSH 511 PIN THREAD			EA	USED	288.00	1	3.00	0			
Arctic Pipe - Houston	Arctic Pipe	33978		Rack No. BLDG (C)	17 7/8" 41.45 M X-OVER, 93.50#, TSH 511 PIN THREAD			EA	NEW	280.50	1	3.00	0			
Arctic Pipe - Houston	Arctic Pipe	34053-B		Rack No. F07 (C)	14" TAMSA TN-125 HC CASING, 113.00#, TSH 523 DPLS THREAD			EA	USED	47,212.53	10	471.00	0			
Arctic Pipe - Houston	Arctic Pipe	34053-B		Rack No. F07 (C)	14" TAMSA TN-125 HC CASING, 113.00#, TSH 523 DPLS THREAD			EA	USED	19,043.89	4	168.53	0			
Arctic Pipe - Houston	Arctic Pipe	34086		Rack No. B05 (C)	10 1/8" JFE JFE12ST CASING, 79.22#, SLUII THREAD			EA	NEW	351,970.50	108	4,442.95	0			
Arctic Pipe - Houston	Arctic Pipe	34091		Rack No. B05 (C)	10 1/8" JFE JFE12ST CASING, 79.22#, SLUII THREAD			EA	USED	6,618.83	2	83.55	0			
Arctic Pipe - Houston	Arctic Pipe	34092-B		Rack No. CROA (C)	11 7/8" TENARIS Q-125 HC PUP JOINTS, 71.80#, HYD 523 THREAD			EA	NEW	718.00	1	10.00	0			
Arctic Pipe - Houston	Arctic Pipe	34093-B		Rack No. CROA (C)	11 7/8" TENARIS Q-125 HC PUP JOINTS, 71.80#, HYD 523 DPLS BOX THREAD			EA	USED	718.00	1	10.00	0			
Arctic Pipe - Houston	Arctic Pipe	34094-B		Rack No. CROA (C)	11 7/8" TENARIS Q-125 HC PUP JOINTS, 71.80#, HYD 523 DPLS BOX THREAD			EA	NEW	718.00	1	10.00	0			
Arctic Pipe - Houston	Arctic Pipe	34100		Rack No. A06 (C)	11 7/8" TENARIS TN-125 HC CASING, 71.80#, TSH 523 DPLS THREAD			EA	USED	25,716.61	9	358.17	0			
Arctic Pipe - Houston	Arctic Pipe	34101		Rack No. ACRE (C)	11 7/8" TENARIS TN-125 HC CASING, 71.80#, HYD 523 DPLS PIN THREAD			EA	USED	1,493.44	1	20.80	0			
Arctic Pipe - Houston	Arctic Pipe	34102		Rack No. ACRE (C)	11 7/8" TENARIS TN-125 HC CASING, 71.80#, THREAD			EA	USED	1,062.64	1	14.80	0			
Arctic Pipe - Houston	Arctic Pipe	34103		Rack No. G07 (C)	10 1/8" JFE JFE12ST CASING, 79.22#, SLUII THREAD			EA	NEW	48,720.30	15	615.00	0			
Arctic Pipe - Houston	Arctic Pipe	34105		Rack No. A06 (C)	11 7/8" TENARIS TN-125 HC CASING, 71.80#, TSH 523 DPLS THREAD			EA	NEW	23,056.42	8	321.00	0			
Arctic Pipe - Houston	Arctic Pipe	34149		Rack No. BLDG (C)	10 1/8" UNKNOWN MFG 4330.130 X-OVER, 79.22#, SLUII PIN THREAD			EA	NEW	213.89	1	2.70	0			
Arctic Pipe - Houston	Arctic Pipe	34150-B		Rack No. BLDG (C)	14" UNKNOWN MFG 4330.130 X-OVER, 113.00#, TSH 523 PIN THREAD			EA	USED	349.17	1	3.09	0			
Arctic Pipe - Houston	Arctic Pipe	34151		Rack No. BLDG (C)	7 3/4" UNKNOWN MFG 4330.130 X-OVER, 46.10#, TSH 523 PIN THREAD			EA	NEW	124.01	1	2.69	0			
Arctic Pipe - Houston	Arctic Pipe	34152		Rack No. BLDG (C)	11 7/8" UNKNOWN MFG 4141-130 X-OVER, 71.80#, TSH 523 PIN THREAD			EA	NEW	203.19	1	2.83	0			
Arctic Pipe - Houston	Arctic Pipe	34181		Rack No. E12 (C)	11 7/8" TENARIS TN-125 HC CASING, 71.80#, TSH 523 DPLS THREAD			EA	USED	2,866.97	1	39.93	0			
Arctic Pipe - Houston	Arctic Pipe	34181		Rack No. E12 (C)	11 7/8" TENARIS TN-125 HC CASING, 71.80#, TSH 523 DPLS THREAD			EA	USED	17,373.45	6	241.97	0			
Arctic Pipe - Houston	Arctic Pipe	34182		Rack No. F12 (C)	10 1/8" JFE JFE12ST CASING, 79.22#, SLUII THREAD			EA	USED	12,913.65	4	163.01	0			
Arctic Pipe - Houston	Arctic Pipe	34926		Rack No. A07 (C)	14" TAMSA Q-125 HP X-OVER, 113.00#, HYD 523 THREAD			EA	NEW	2,481.48	1	21.96	0			
Arctic Pipe - Houston	Arctic Pipe	36073-C		Rack No. DD06 (C)	14" TENARIS TN-125 HC CASING, 113.00#, TSH 523 THREAD			EA	NEW	4,429.60	1	39.20	0			
Arctic Pipe - Houston	Arctic Pipe	36073-C		Rack No. DD06 (C)	14" TENARIS TN-125 HC CASING, 113.00#, TSH 523 THREAD			EA	NEW	39,126.25	9	346.25	0			
Arctic Pipe - Houston	Arctic Pipe	36256-B		Rack No. DD08 (C)	14" TENARIS TN-125 HC CASING, 113.00#, TSH 523 THREAD			EA	USED	17,946.66	4	158.82	0			
Arctic Pipe - Houston	Arctic Pipe	36256-B		Rack No. DD09 (C)	14" TENARIS TN-125 HC CASING, 113.00#, TSH 523 THREAD			EA	USED	15,400.77	4	136.29	0			
Arctic Pipe - Houston	Arctic Pipe	36256-C		Rack No. DD06 (C)	14" TENARIS TN-125 HC CASING, 113.00#, TSH 523 THREAD			EA	USED	8,890.84	2	78.68	0			
Arctic Pipe - Houston	Arctic Pipe	36256-C		Rack No. DD07 (C)	14" TENARIS TN-125 HC CASING, 113.00#, TSH 523 THREAD			EA	USED	102,338.45	23	905.65	0			
Arctic Pipe - Houston	Arctic Pipe	36256-C		Rack No. G08 (C)	14" TENARIS TN-125 HC CASING, 113.00#, TSH 523 THREAD			EA	USED	364,709.76	82	3,227.52	0			
Arctic Pipe - Houston	Arctic Pipe	36256-C		Rack No. N09 (C)	14" TENARIS TN-125 HC CASING, 113.00#, TSH 523 THREAD			EA	USED	547,064.64	123	4,841.28	0			
Arctic Pipe - Houston	Arctic Pipe	36274-C		Rack No. D34 (C)	14" TENARIS TN-125 HC CASING, 113.00#, TSH 523 THREAD			EA	USED	4,551.64	1	40.28	0			
Arctic Pipe - Houston	Arctic Pipe	36274-C		Rack No. D34 (C)	14" TENARIS TN-125 HC CASING, 113.00#, TSH 523 THREAD			EA	USED	121,289.68	27	1,073.36	0			
Arctic Pipe - Houston	Arctic Pipe	36292-C		Rack No. DD06 (C)	14" TENARIS Q-125 ICY CASING, 136.50#, TSH 613 DPLS THREAD			EA	NEW	132,705.20	28	1,139.70	0			
Arctic Pipe - Houston	Arctic Pipe	36293-C		Rack No. DD07 (C)	14" TENARIS Q-125 ICY CASING, 136.50#, TSH 613 DPLS THREAD			EA	NEW	23,560.76	5	203.11	0			
Arctic Pipe - Houston	Arctic Pipe	36464-C		Rack No. DD07 (C)	14" TENARIS TN-125 HC CASING, 113.0											



Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Baker Hughes - Broussard	Baker Hughes	Wet Mate Box B		South wall	E SubSea Connector, Wet mate equipment pelican case. Included test plugs, THRT back up tools, spare parts.		TA3	EA	Used		1			0		
Baker Hughes - Broussard	Baker Hughes	PGA-30-003_C		E-3	E TEC, TEC 0.250, OD .28WT, INC 1/C E 115 110C		TA-3	EA	Used		20443			4.5		
Baker Hughes - Broussard	Baker Hughes	Wet Mate Box A		South wall	E SubSea Connector, Wet mate equipment pelican case. Included rebuild kits primary male back up female and male.		TA3	EA	Used		1			0		
Baker Hughes - Broussard	Baker Hughes	Wet Mate Box C		South wall	E SubSea Connector, Primary Install Box - Wet Mate Equipment, Male to be installed into Tubing Hanger		TA3	EA	Used		1			0		
Baker Hughes - Broussard	Baker Hughes	PFRK-24-6870		Locker 7	Gold Pins (Part of MWC) PMP-0178 qty 3 Male Wetmate Connector (MWC)PGA-50-056 Qty 1 SN 11890392 (Primary, used for SIT. Needs to be rebuilt.)		TA3	EA			3			0		
Baker Hughes - Broussard	Baker Hughes	H010290300		Locker 7	MWC Rebuild kit/PFRK E Fitting, FRK Inc 825 0.25" D Gauge CH 5 T/T		TA3	EA			3			0		
Baker Hughes - Broussard	Baker Hughes	10413131		Locker 7	E Fitting, SEAL CARRIER 1.368 IN OD 0.258 IN ID 2.904 IN LG BMS-5308 17-4 PH 100 MYS 29-33 HRC CRITICAL DRW: J02-903-00.1		TA3	EA			3			1298		
Baker Hughes - Broussard	Baker Hughes	10413129		Locker 7	E Fitting, CHAMFERED SEAL 95 DURO FKM (VITON) 1.225 IN OD .939 IN ID .177 IN LG CRITICAL BATCH MANAGED F/ WELL FLUID: CALCIUM BROMIDE F/ TEMPERATURE: 166 DEG F F/ STATIC APPLICATION		TA3	EA			22			90.12		
Baker Hughes - Broussard	Baker Hughes	H010290300		Locker 7	E Fitting, BACK-UP RING 2000 SERIES 1.180/1.183 IN OD .960/ .963 IN ID 0.078 IN LG BPS-F202 (PE35) BACK-UP RINGS W/SCARF-45-DEG CONCAVE CRITICAL BATCH MANAGED .048 IN THICKNESS VIRGIN PEEK DRW: 274-262-01.21		TA3	EA			22			19.81		
Baker Hughes - Broussard	Baker Hughes	HWWB123V40		Locker 7	E Fitting, O-RING 123 BPS-B201 (V40) VITON 90 DURO		TA3	EA			22			8.15		
Baker Hughes - Broussard	Baker Hughes	Wet Mate Special Tools		Locker 7	E SubSea Connector, Wet mate equipment yellow tool box. Included special install tools.		TA3	EA	Used		1			0		
Baker Hughes - Broussard	Baker Hughes	HWWB023V40		Locker 7	E Fitting, O23 O-RING BPS-B201 (V40) O-RING		TA3	EA			22			5.08		
Baker Hughes - Broussard	Baker Hughes	10316238		Locker 7	E Fitting, Fitting 1/4" INC825 Swagelok Nut, INC825-402-1		TA3	EA	Scrap		30			44.56		
Baker Hughes - Broussard	Baker Hughes	HWWB213V40		Locker 7	E Accessory, 213 O-RING BPS-B201Q (V40) O-RING		TA3	EA			22			8.98		
Baker Hughes - Broussard	Baker Hughes	PMA-6828		Locker 7	E Fitting, Swagelok 1/4" Inc 825 Ferrule Set Front Ferrule 825-403-1 Back Ferrule 825-404-1 Front & Rear, P/N No. 825-400-SET		TA3	EA			30			51.24		
Baker Hughes - Broussard	Baker Hughes	PGA-33-09436_C		CON 6	CI Control Line, Tube 1/4" x 0.065" WT INC825, Encap		MC 353 #1	EA			1500			7.89		
Baker Hughes - Broussard	Baker Hughes	PGA-34-09434_C		D-5	CI Control Line, Dual FPC Santoprene 2 x 1/4 Tube Incoloy		MC 353 #1	EA			13300			7.89		
Baker Hughes - Broussard	Baker Hughes	H307050025RN81		1-13-B	E Gauge, DHPT Gauge, Triple SurSens 175HP Gauge for IWS: tbg/ann/ remote (shroud), 30,000 psia, 200C, Accuracy: .02%, Resolution: .0001 psi, temp res: .0001F, ext testable connection		EA	New			1			112500		
Baker Hughes - Broussard	Baker Hughes	H308330005RN81		1-15-BL	CI Special Tool, Y-Block, 1/2" Control Line, f/5.5" 29.7#, Alloy 718, Ext Testable Jam Nut fittings, Alloy 718, one 1/2" top, two 1/2" down, four bypass slots, 15K Rated		Green SS #2 ST2	EA	New		1			29680		
Baker Hughes - Broussard	Baker Hughes	H307940423RN81		1-23-AL	Protector, Cannon - 4500-A-06		Blue SS #4	EA	New		4			79.81		
Baker Hughes - Broussard	Baker Hughes	H307940425RN81		1-23-AL	Protector - Stand-off, Cannon - 5500-A-06N11.361.16		Blue SS #4	EA	New		1			1740		
Baker Hughes - Broussard	Baker Hughes	H307940427RN81		1-23-AL	Protector - Stand-off, Cannon - 6248-B-72RG1.57-XT		Blue SS #4	EA	New		1			931.25		
Baker Hughes - Broussard	Baker Hughes	H307940424RN81		1-23-AL	Protector - Stand-off, Cannon - 4500-A-06N9.661.66		Blue SS #4	EA	New		1			1740		
Baker Hughes - Broussard	Baker Hughes	H307940418RN81-MOD		1-23-AL	Protector - Stand-off, Cannon - 6248-A-72R/06DCG1.57-XT-MOD		Blue SS #4	EA	New		1			1862.5		
Baker Hughes - Broussard	Baker Hughes	H307940419RN81		1-23-AL	Protector, Cannon - 5500-A-72R/77DC		Blue SS #4	EA	New		22			121.69		
Baker Hughes - Broussard	Baker Hughes	H307940427RN81-MOD		1-23-AL	Protector - Stand-off, Cannon - 6248-B-72RG1.57-XT-MOD		Blue SS #4	EA	New		1			931.25		
Baker Hughes - Broussard	Baker Hughes	H307940422RN81		1-23-AL	Protector - Mid Joint, Cannon - 5500-C-72R/77DC		Blue SS #4	EA	New		3			60.5		
Baker Hughes - Broussard	Baker Hughes	H307940440RN81		1-23-AL	Protector - Mid Joint, Cannon - 4500-C-06		Blue SS #4	EA	New		3			39.88		
Baker Hughes - Broussard	Baker Hughes	H307940445RN81		1-23-AL	Protector - Splice, Cannon - 4500-30-06		Blue SS #4	EA	New		2			589		
Baker Hughes - Broussard	Baker Hughes	H307940447RN81		1-23-AL	Protector - Splice, Cannon - 5500-30-72R		Blue SS #4	EA	New		2			589		
Baker Hughes - Broussard	Baker Hughes	H307940446RN81		1-23-AL	Protector - Splice, Cannon - 5500-40-72R/77DC		Blue SS #4	EA	New		2			1106		
Baker Hughes - Broussard	Baker Hughes	H307940426RN81		1-23-AR	Protector, Cannon - 5500-A-72R		Blue SS #4	EA	New		76			87.31		
Baker Hughes - Broussard	Baker Hughes	H307940428RN81		1-6-A	Protector, Cannon - 4500-A-81		Green SS #2 ST2	EA	New		4			79.81		
Baker Hughes - Broussard	Baker Hughes	H307940448RN81-MOD		1-6-A	Protector - Stand-off, Cannon - 6248-B-61RG1.57-XT-MOD		Green SS #2 ST2	EA	New		1			931.25		
Baker Hughes - Broussard	Baker Hughes	H307940422RN81		1-6-A	Protector - Stand-off, Cannon - 5500-A-81N11.361.16		Green SS #2 ST2	EA	New		1			1740		
Baker Hughes - Broussard	Baker Hughes	H307940433RN81		1-6-A	Protector - Stand-off, Cannon - 4500-A-81N9.661.66		Green SS #2 ST2	EA	New		1			1740		
Baker Hughes - Broussard	Baker Hughes	H307940421RN81		1-6-A	Protector, Cannon - 5500-55-72R/77DC		Blue SS #4	EA	New		2			1105		
Baker Hughes - Broussard	Baker Hughes	H307940448RN81		1-6-A	Protector - Stand-off, Cannon - 6248-B-61RG1.57-XT		Green SS #2 ST2	EA	New		1			931.25		
Baker Hughes - Broussard	Baker Hughes	H307940417RN81		1-6-A	Protector - Mid Joint, Cannon - 4500-C-81		Green SS #2 ST2	EA	New		3			42.5		
Baker Hughes - Broussard	Baker Hughes	H307940435RN81		1-6-A	Protector - Splice, Cannon - 4500-30-81		Green SS #2 ST2	EA	New		2			589		
Baker Hughes - Broussard	Baker Hughes	H307940434RN81		1-6-A	Protector - Mid Joint, Cannon - 5500-C-61R/77DC		Green SS #2 ST2	EA	New		1			64.5		
Baker Hughes - Broussard	Baker Hughes	H307940430RN81		1-6-A	Protector - X-Over, Cannon - 5500/7063-40-61R/77DCXO		Green SS #2 ST2	EA	New		1			1106		
Baker Hughes - Broussard	Baker Hughes	H307940438RN81		1-6-A	Protector - VIT, Cannon - 72058 - VIT Sleeve		Green SS #2 ST2	EA	New		5			2860		
Baker Hughes - Broussard	Baker Hughes	H307940437RN81		1-6-A	Protector - VIT, Cannon - 72057 - VIT Sleeve		Green SS #2 ST2	EA	New		14			2594		
Baker Hughes - Broussard	Baker Hughes	H307940429RN81		1-6-A	Protector - VIT, Cannon - 7063-50-61R_77DCSVIT		Green SS #2 ST2	EA	New		13			756.25		
Baker Hughes - Broussard	Baker Hughes	H307940444RN81		1-6-A	Protector - X-Over, Cannon - 7063_5500-40-61R_77DCXO		Green SS #2 ST2	EA	New		1			1106.25		
Baker Hughes - Broussard	Baker Hughes	H307940436RN81		1-6-A	Protector - Splice, Cannon - 5500-40-61R/77DC		Green SS #2 ST2	EA	New		2			1106		
Baker Hughes - Broussard	Baker Hughes	H307940439RN81		1-6-A	Protector - Splice, Cannon - 5500-30-61R		Green SS #2 ST2	EA	New		2			589		
Baker Hughes - Broussard	Baker Hughes	H307940442RN81		1-6-A	Protector, Cannon - 5500-A-61R_77DC		Green SS #2 ST2	EA	New		19			121.69		
Baker Hughes - Broussard	Baker Hughes	H307940443RN81		1-6-A	Protector, Cannon - 5500-55-61R_77DC		Green SS #2 ST2	EA	New		2			1105		
Baker Hughes - Broussard	Baker Hughes	H307940441RN81-MOD		1-6-A	Protector - Stand-off, Cannon - 6248-A-61R/06DCG1.57-XT-MOD		Green SS #2 ST2	EA	New		1			1872.5		
Baker Hughes - Broussard	Baker Hughes	H307940431RN81		1-6-A	Protector, Cannon - 5500-A-61R		Green SS #2 ST2	EA	New		56			91.69		
Baker Hughes - Broussard	Baker Hughes	H811564300RT		1-6-BR	SurSet - Run / Pull Tool, 2.750 IN X 2.812 MODEL D PROBE		Green SS #2 ST2	EA			1			1228		
Baker Hughes - Broussard	Baker Hughes	H811564300RT		1-6-BR	SurSet - Run / Pull Tool, 2.750 IN X 2.812 MODEL D PROBE		Green SS #2 ST2	EA			1			1228		
Baker Hughes - Broussard	Baker Hughes	H809660014NGNE		1-6-BR	SurSet - Lock / Plug, 3.312 EQUALIZING CHECK VALVE A0FT-2 BMS-5210 13 CR 80 MYS 22 HRC MAX BCS-A404 QPQ OR PLASMA NITRIDING 10,000 WP ABOVE BPS-CS01 (KV65) 6SD VTN CVN 3.385 IN OD 1.250 IN DIA OF BALL 3.312 AF PROFILE CO2 & H2S SERVICE BPS-CS01 (KV65) PACKING UNIT CRITICAL		Green SS #2 ST2	EA			1			14957		
Baker Hughes - Broussard	Baker Hughes	H809660014NGNE		1-6-BR	SurSet - Lock / Plug, 3.312 EQUALIZING CHECK VALVE A0FT-2 BMS-5210 13 CR 80 MYS 22 HRC MAX BCS-A404 QPQ OR PLASMA NITRIDING 10,000 WP ABOVE BPS-CS01 (KV65) 6SD VTN CVN 3.385 IN OD 1.250 IN DIA OF BALL 3.312 AF PROFILE CO2 & H2S SERVICE BPS-CS01 (KV65) PACKING UNIT CRITICAL		Green SS #2 ST2	EA			1			14957		
Baker Hughes - Broussard	Baker Hughes	H811550701RT		1-6-BR	SurSet - Run / Pull Tool, 2.750 IN 2.812 IN WIRELINE RUNNING TOOL A		Green SS #2 ST2	EA			1			6272		
Baker Hughes - Broussard	Baker Hughes	H811550701RT		1-6-BR	SurSet - Run / Pull Tool, 2.750 IN 2.812 IN WIRELINE RUNNING TOOL A		Green SS #2 ST2	EA			1			6272		
Baker Hughes - Broussard	Baker Hughes	10485888		1-6-BR	, DISTRICT MADE UPPER BODY BMS-A098 41XX OR P110 STEEL 110 MYS STD 4.500 IN 12.75 LB/FT EU BRD BOX UP 6.250 IN STUB ACME PIN DOWN LEFT HAND THREAD DOWN 7.015 IN OD 18.000 IN LG		Blue Well	EA			1			2350		
Baker Hughes - Broussard	Baker Hughes	H307980033RN81		D-15	E TEC, 1/4" x .049" TEC INC 825 FEP Filler		Green SS #2 ST2	EA	New		21344			4.3		
Baker Hughes - Broussard	Baker Hughes	H308190058RN81		D-17	CI Control Line, Dual 3/8" x .065" Enhanced Properties Flatpack MYS 70 KSI		Green SS #2 ST2	EA	New		21494			8.36		
Baker Hughes - Broussard	Baker Hughes	H308190059RN81		E-15	Control Line - IWS, Triple 1/4" x .049" Enhanced Properties Flatpack MYS 65KSI		Green SS #2 ST2	EA	New		18764			6.53		
Baker Hughes - Broussard	Baker Hughes	H308190060RN81		F-6	CI Control Line, Dual 1/4" x .049" Enhanced Properties Flatpack MYS 65KSI		Green SS #2 ST2	EA	New		6994			4.36		
Baker Hughes - Broussard	Baker Hughes	10474034		Locker 7	E Fitting, TEC splice Installation kit w/C-276		Green SS #2 ST2	EA	New		1			0		
Baker Hughes - Broussard	Baker Hughes	10474034		Locker 7	E Fitting, TEC splice Installation kit w/C-276		Green SS #2 ST2	EA	New		1			0		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Baker Hughes - Broussard	Baker Hughes	H0A1569420RN81		Locker 7	C1 Splice, 1/2" Splice, Hydraulic, testable, Ni Alloy 718, for 1/2" Upper CIV control lines, 20K rated (JAMNUT)		Green SS #2 ST2	EA	New		1		2920			
Baker Hughes - Broussard	Baker Hughes	H0A1569420RN81		Locker 7	C1 Splice, 1/2" Splice, Hydraulic, testable, Ni Alloy 718, for 1/2" Upper CIV control lines, 20K rated (JAMNUT)		Green SS #2 ST2	EA	New		1		2920			
Baker Hughes - Broussard	Baker Hughes	H307970007RN81		Locker 7	E Splice, TEC Splice Kit, f / 1/4" line, .75" OD, 30K psi rated, NACE, MP35N		Green SS #2 ST2	EA	New		1		6145			
Baker Hughes - Broussard	Baker Hughes	H308230018RN81		Locker 7	C1 Valve, SureTreat CIV 15K/20K, Inj Block valve, 3/8" CL, JamNut x 9/16" AEMP w/Anti-vibe, Dual checks, Alloy 718		Green SS #2 ST2	EA	New		1		19840			
Baker Hughes - Broussard	Baker Hughes	H308230018RN81		Locker 7	C1 Valve, SureTreat CIV 15K/20K, Inj Block valve, 3/8" CL, JamNut x 9/16" AEMP w/Anti-vibe, Dual checks, Alloy 718		Green SS #2 ST2	EA	New		1		19840			
Baker Hughes - Broussard	Baker Hughes	H0A1569419RN81		Locker 7	C1 Splice, 1/4" Splice, Hydraulic, testable, Ni Alloy 718, f HCM lines @ splice sub and SCSV + BU, 20K psi rated (JAMNUT)		Blue SS #4	EA	New		1		2285			
Baker Hughes - Broussard	Baker Hughes	H307970007RN81		Locker 7	E Splice, TEC Splice Kit, f / 1/4" line, .75" OD, 30K psi rated, NACE, MP35N		Blue SS #4	EA	New		1		6145			
Baker Hughes - Broussard	Baker Hughes	H307970007RN81		Locker 7	E Splice, TEC Splice Kit, f / 1/4" line, .75" OD, 30K psi rated, NACE, MP35N		Green SS #2 ST2	EA	New		1		6145			
Baker Hughes - Broussard	Baker Hughes	H308230017RN81		Locker 7	C1 Valve, SureTreat CIV 15K, Inj Block valve, 1/2" CL, JamNut x 9/16" AEMP w/Anti-vibe, Dual checks, Alloy 718		Green SS #2 ST2	EA	New		1		19840			
Baker Hughes - Broussard	Baker Hughes	H0A1569419RN81		Locker 7	C1 Splice, 1/4" Splice, Hydraulic, testable, Ni Alloy 718, f HCM lines @ splice sub and SCSV + BU, 20K psi rated (JAMNUT)		Green SS #2 ST2	EA	New		1		2285			
Baker Hughes - Broussard	Baker Hughes	H0A1569418RN81		Locker 7	C1 Splice, 3/8" Splice, Hydraulic, testable, Ni Alloy 718, for 3/8" Lwr CIVs control lines, 20K psi rated (JAMNUT)		Blue SS #4	EA	New		1		2650			
Baker Hughes - Broussard	Baker Hughes	H308310014RN81		Locker 7	C1 Accessory, 11.5k Parting Piston		Green SS #2 ST2	EA	New		1		0			
Baker Hughes - Broussard	Baker Hughes	H308310014RN81		Locker 7	C1 Accessory, 11.5k Parting Piston		Green SS #2 ST2	EA	New		1		0			
Baker Hughes - Broussard	Baker Hughes	10465505		Locker 7	E Fitting, Redress Kit, SureSENS 175 Triple Gauge, Autoclave connection		Green SS #2 ST2	EA	New		1		448			
Baker Hughes - Broussard	Baker Hughes	H0A1569419RN81		Locker 7	C1 Splice, 1/4" Splice, Hydraulic, testable, Ni Alloy 718, f HCM lines @ splice sub and SCSV + BU, 20K psi rated (JAMNUT)		Blue SS #4	EA	New		1		2285			
Baker Hughes - Broussard	Baker Hughes	10465503		Locker 7	E Fitting, Installation Kit, SureSENS 175HP Dual Gauge, Autoclave conn.		Blue SS #4	EA	New		1		1080			
Baker Hughes - Broussard	Baker Hughes	H0A1569419RN81		Locker 7	C1 Splice, 1/4" Splice, Hydraulic, testable, Ni Alloy 718, f HCM lines @ splice sub and SCSV + BU, 20K psi rated (JAMNUT)		Green SS #2 ST2	EA	New		1		2285			
Baker Hughes - Broussard	Baker Hughes	H308230017RN81		Locker 7	C1 Valve, SureTreat CIV 15K, Inj Block valve, 1/2" CL, JamNut x 9/16" AEMP w/Anti-vibe, Dual checks, Alloy 718		Green SS #2 ST2	EA	New		1		19840			
Baker Hughes - Broussard	Baker Hughes	H0A1569419RN81		Locker 7	C1 Splice, 1/4" Splice, Hydraulic, testable, Ni Alloy 718, f HCM lines @ splice sub and SCSV + BU, 20K psi rated (JAMNUT)		Green SS #2 ST2	EA	New		1		2285			
Baker Hughes - Broussard	Baker Hughes	H0A1569420RN81		Locker 7	C1 Splice, 1/2" Splice, Hydraulic, testable, Ni Alloy 718, for 1/2" Upper CIV control lines, 20K rated (JAMNUT)		Blue SS #4	EA	New		1		2920			
Baker Hughes - Broussard	Baker Hughes	H0A1569419RN81		Locker 7	C1 Splice, 1/4" Splice, Hydraulic, testable, Ni Alloy 718, f HCM lines @ splice sub and SCSV + BU, 20K psi rated (JAMNUT)		Blue SS #4	EA	New		1		2285			
Baker Hughes - Broussard	Baker Hughes	H0A1569419RN81		Locker 7	C1 Splice, 1/4" Splice, Hydraulic, testable, Ni Alloy 718, f HCM lines @ splice sub and SCSV + BU, 20K psi rated (JAMNUT)		Green SS #2 ST2	EA	New		1		2285			
Baker Hughes - Broussard	Baker Hughes	H0A1569419RN81		Locker 7	1.230 IN BACK-UP RING 1.232 IN OD 1.013 IN ID 227 IN LG BPS-F202 (PE30) BACK-UP RINGS W/SCARF CUSTOM CRITICAL BATCH MANAGED F/DOVE-TAIL O-RING GROOVES C1 CRITICAL TO HSE		Green Well	EA			1		92.8			
Baker Hughes - Broussard	Baker Hughes	H0A1569420RN81		Locker 7	C1 Splice, 1/2" Splice, Hydraulic, testable, Ni Alloy 718, for 1/2" Upper CIV control lines, 20K rated (JAMNUT)		Blue SS #4	EA	New		1		2920			
Baker Hughes - Broussard	Baker Hughes	H0A1569418RN81		Locker 7	C1 Splice, 3/8" Splice, Hydraulic, testable, Ni Alloy 718, for 3/8" Lwr CIVs control lines, 20K psi rated (JAMNUT)		Blue SS #4	EA	New		1		2650			
Baker Hughes - Broussard	Baker Hughes	H0A1569418RN81		Locker 7	C1 Splice, 3/8" Splice, Hydraulic, testable, Ni Alloy 718, for 3/8" Lwr CIVs control lines, 20K psi rated (JAMNUT)		Green SS #2 ST2	EA	New		1		2650			
Baker Hughes - Broussard	Baker Hughes	H0A1569418RN81		Locker 7	C1 Splice, 3/8" Splice, Hydraulic, testable, Ni Alloy 718, for 3/8" Lwr CIVs control lines, 20K psi rated (JAMNUT)		Green SS #2 ST2	EA	New		1		2650			
Baker Hughes - Broussard	Baker Hughes	H0A1569419RN81		Locker 7	C1 Splice, 1/4" Splice, Hydraulic, testable, Ni Alloy 718, f HCM lines @ splice sub and SCSV + BU, 20K psi rated (JAMNUT)		Green SS #2 ST2	EA	New		1		2285			
Baker Hughes - Broussard	Baker Hughes	H308310014RN81		Locker 7	C1 Accessory, 11.5k Parting Piston		Green SS #2 ST2	EA	New		1		0			
Baker Hughes - Broussard	Baker Hughes	H0A1569419RN81		Locker 7	C1 Splice, 1/4" Splice, Hydraulic, testable, Ni Alloy 718, f HCM lines @ splice sub and SCSV + BU, 20K psi rated (JAMNUT)		Green SS #2 ST2	EA	New		1		2285			
Baker Hughes - Broussard	Baker Hughes	H0A0160900		Locker 7	1.230 IN BACK-UP RING 1.232 IN OD 1.013 IN ID 227 IN LG BPS-F202 (PE30) BACK-UP RINGS W/SCARF CUSTOM CRITICAL BATCH MANAGED F/DOVE-TAIL O-RING GROOVES C1 CRITICAL TO HSE		Green Well	EA			7		649.6			
Baker Hughes - Broussard	Baker Hughes	10474035		Locker 7	E Fitting, TEC splice redress kit w/C-276		Green SS #2 ST2	EA	New		1		0			
Baker Hughes - Broussard	Baker Hughes	10474035		Locker 7	E Fitting, TEC splice redress kit w/C-276		Green SS #2 ST2	EA	New		1		0			
Baker Hughes - Broussard	Baker Hughes	10474035		Locker 7	E Fitting, TEC splice redress kit w/C-276		Green SS #2 ST2	EA	New		1		0			
Baker Hughes - Broussard	Baker Hughes	10474035		Locker 7	E Fitting, TEC splice redress kit w/C-276		Blue SS #4	EA	New		1		0			
Baker Hughes - Broussard	Baker Hughes	10474035		Locker 7	E Fitting, TEC splice redress kit w/C-276		Blue SS #4	EA	New		1		0			
Baker Hughes - Broussard	Baker Hughes	10474034		Locker 7	E Fitting, TEC splice installation kit w/C-276		Blue SS #4	EA	New		1		0			
Baker Hughes - Broussard	Baker Hughes	10485883		South wall	C1 Accessory, Teflon Sleeve for 1/2" Control Line		Green SS #2 ST2	EA	New		300		16.44			
Baker Hughes - Houma	Baker Hughes	266730541			LANDING COLLAR TYPE II W/BAFFLE 5.500 IN 20.00 LB/FT ATLAS BRADFORD ST-L BOX UP 5.500 IN 20.00 LB/FT ATLAS BRADFORD ST-L PIN DOWN 5.545 IN OD 4.688 IN ID 2.365 PSI SHEAR 1.500 IN DIA OF BALL 125 KSI (API 5CT)		EUGENE ISLAND 354 A-6	EA			1		5628.75			
Baker Hughes - Houma	Baker Hughes	299894585T1			CROSSOVER BUSHING 10.125 IN 79.22 LB/FT SEAL LOCK SF BOX UP 9.875 IN 62.80 LB/FT TENARISHYDRIL WEDGE 523 PIN DOWN Q125 CR-MO TBLR 125 MYS 10.259 IN OD 8.531 IN ID 18.000 IN LG API 5CT		NOBLE BUY OUT	EA			1		11401			
Baker Hughes - Houma	Baker Hughes	2998940455T1			CROSSOVER BUSHING 9.875 IN 62.80 LB/FT TENARISHYDRIL WEDGE 523 BOX UP 10.125 IN 79.22 LB/FT SEAL LOCK SF PIN DOWN Q125 CR-MO TBLR 125 MYS 10.140 IN OD 8.530 IN ID 18.000 IN LG API 5CT		NOBLE BUY OUT	EA			1		12304			
Baker Hughes - Houma	Baker Hughes	2998946395T1			CROSSOVER BUSHING 9.875 IN 62.80 LB/FT VAM TOP BOX UP 10.125 IN 79.22 LB/FT SEAL LOCK SF PIN DOWN Q125 CR-MO TBLR 125 MYS 10.962 IN OD 8.530 IN ID 18.000 IN LG API 5CT		NOBLE BUY OUT	EA			1		15884			
Baker Hughes - Houma	Baker Hughes	2998940235T1			CROSSOVER BUSHING 9.875 IN 62.80 LB/FT VAM TOP BOX UP 9.875 IN 62.80 LB/FT TENARISHYDRIL WEDGE 523 PIN DOWN Q125 CR-MO TBLR 125 MYS 10.952 IN OD 8.541 IN ID 18.000 IN LG API 5CT		NOBLE BUY OUT	EA			1		12798			
Baker Hughes - Houma	Baker Hughes	2964501615T1			LINER PACKER W/HRD-E PROFILE AND HOLD DOWN 9.875 IN 67.50 LB/FT VAM SLU II BOX DOWN 13.375 IN 61.0-72.0 LB/FT CSG 11.750 IN EXT OD 10.188 IN EXT ID 20.00 FT EXT LG C-110 TYPE PBR EXT 12.000 IN OD 8.535 IN ID (MUST DRIFT 8.500) 5% SHEAR SCREWS 8.535 IN P SPACER NIPPLE 9.875 IN 67.50 LB/FT VAM SLU II PIN UP 9.875 IN 67.50 LB/FT VAM SLU II PIN DOWN C110 CR-MO TBLR 110-125 KSI 30 9.974 IN OD 8.444 IN ID 10.00 FT LG API 5CT		NOBLE BUY OUT	EA			1		229733.1			
Baker Hughes - Houma	Baker Hughes	2999218165T1			SEAL ASSEMBLY BULLET 9.875 IN VAM SLU II BOX UP 20.00 FT EXT LG 10.188 IN SEAL OD .177 CROSS SECTION SEALS BULLET SEAL 13.500 PSI SEAL RATING 4 SEALS 11.750 IN OD 8.549 IN ID ROUND NOSE GUIDE C-110		NOBLE BUY OUT	EA			1		19604.7			
Baker Hughes - Houma	Baker Hughes	2975509975T1					NOBLE BUY OUT	EA			1		160685.1			

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Baker Hughes - Houma	Baker Hughes	2964501615T1			LINER PACKER W/HRD-E PROFILE AND HOLD DOWN 9.875 IN 67.50 LB/FT VAM SLIJ II BOX DOWN 13.375 IN 61.0-72.0 LB/FT CSG 11.750 IN EXT OD 10.188 IN EXT ID 20.00 FT EXT LG C-110 TYPE PBR EXT 12.000 IN OD 8.525 IN ID (MUST DRIFT 8.500) 5% SHEAR SCREWS 8.535 IN P		NOBLE BUY OUT	EA			1		229733.1			
Baker Hughes - Houma	Baker Hughes	2999218165T1			SPACER NIPPLE 9.875 IN 67.50 LB/FT VAM SLIJ II PIN UP 9.875 IN 67.50 LB/FT VAM SLIJ II PIN DOWN C110 CR-MO TBLR 110-125 KSI 30 9.974 IN OD 8.444 IN ID 10.00 FT LG API SCT		NOBLE BUY OUT	EA			1		19604.7			
Baker Hughes - Houma	Baker Hughes	2999017115T1			COLLAR 9.875 IN 67.50 LB/FT VAM SLIJ II BOX UP 9.875 IN 67.50 LB/FT VAM SLIJ II BOX DOWN C110 CR-MO TBLR 110-125 KSI 30 10.200 IN OD 8.549 IN ID 18.000 IN LG		NOBLE BUY OUT	EA			1		10052.1			
Baker Hughes - Houma	Baker Hughes	2941600255T1			LINER HANGER CONTROL SET FLEXIV HYDRAULIC ASSEMBLY NON-ROT 9.875 IN 67.50 LB/FT VAM SLIJ II PIN UP 9.875 IN 67.50 LB/FT VAM SLIJ II PIN DOWN 13.375 IN 54.5-72.0 LB/FT CSG 12.050 IN OD 8.549 IN ID 1.087-1.471 PSI SHEAR 15.00 FT LG KIT MOUNTED ON TOP C-11		NOBLE BUY OUT	EA			1		216195.3			
Baker Hughes - Houma	Baker Hughes	270090752			PUP JOINTS 9.875 IN 67.50 LB/FT VAM SLIJ II BOX UP 9.875 IN 67.50 LB/FT VAM SLIJ II PIN DOWN C110 CR-MO TBLR 110-125 KSI 30 10.191 IN OD 8.546 IN ID 8.00 FT LG API SCT		NOBLE BUY OUT	EA			1		17861.4			
Baker Hughes - Houma	Baker Hughes	2998949605T1			CROSSOVER BUSHING 9.875 IN 67.50 LB/FT VAM SLIJ II BOX UP 9.875 IN 65.10 LB/FT TENARISHYDRIL WEDGE 523 PIN DOWN C110 CR-MO TBLR 110-125 KSI 30 10.191 IN OD 8.499 IN ID 18.000 IN LG API SCT		NOBLE BUY OUT	EA			1		16222.5			
Baker Hughes - Houma	Baker Hughes	2998949615T1			CROSSOVER BUSHING 9.875 IN 67.50 LB/FT VAM SLIJ II BOX UP 9.875 IN 65.30 LB/FT VAM SLIJ II PIN DOWN C110 CR-MO TBLR 110-125 KSI 30 10.191 IN OD 8.499 IN ID 18.000 IN LG		NOBLE BUY OUT	EA			1		16602.3			
Baker Hughes - Houma	Baker Hughes	1017600375T1			FLOAT COLLAR SV W/ORIFICE 10.125 IN 79.29 LB/FT TENARISHYDRIL WEDGE 523 BOX UP 10.125 IN 79.29 LB/FT TENARISHYDRIL WEDGE 523 PIN DOWN 10.360 IN OD 8.530 IN ID		NOBLE BUY OUT	EA			1		18790.2			
Baker Hughes - Houma	Baker Hughes	1017600375T1			FLOAT COLLAR SV W/ORIFICE 10.125 IN 79.29 LB/FT TENARISHYDRIL WEDGE 523 BOX UP 10.125 IN 79.29 LB/FT TENARISHYDRIL WEDGE 523 PIN DOWN 10.360 IN OD 8.530 IN ID		NOBLE BUY OUT	EA			1		18790.2			
Baker Hughes - Houma	Baker Hughes	2998949635T1			CROSSOVER BUSHING 10.125 IN 79.29 LB/FT TENARISHYDRIL WEDGE 523 BOX UP 9.875 IN 67.50 LB/FT VAM SLIJ II PIN DOWN C110 CR-MO TBLR 110-125 KSI 30 10.360 IN OD 8.525 IN ID 18.000 IN LG API SCT		NOBLE BUY OUT	EA			1		18188.1			
Baker Hughes - Houma	Baker Hughes	2975509975T1			SEAL ASSEMBLY BULLET 9.875 IN VAM SLIJ II BOX UP 20.00 FT EXT LG 10.188 IN SEAL OD .177 CROSS SECTION SEALS BULLET SEAL 13.500 PSI SEAL RATING 4 SEALS 11.750 IN OD 8.549 IN ID ROUND NOSE GUIDE C-110		NOBLE BUY OUT	EA			1		160685.1			
Baker Hughes - Houma	Baker Hughes	2998951975T1			CROSSOVER BUSHING 9.875 IN 62.80 LB/FT VAM TOP BOX UP 9.875 IN 65.10 LB/FT TENARISHYDRIL WEDGE 523 PIN DOWN Q125 CR-MO TBLR 125 MYS 10.962 IN OD 8.531 IN ID 18.000 IN LG API SCT		NOBLE BUY OUT	EA			1		12798			
Baker Hughes - Houma	Baker Hughes	2999020205T1			COLLAR 9.875 IN 65.10 LB/FT TENARISHYDRIL WEDGE 523 BOX UP 9.875 IN 62.80 LB/FT VAM TOP BOX DOWN Q125 CR-MO TBLR 125 MYS 10.962 IN OD 8.815 IN ID 18.000 IN LG API SCT		NOBLE BUY OUT	EA			1		7907.4			
Baker Hughes - Houma	Baker Hughes	275210381RT			TIEBACK MILL 4.500 IN NC-50 (4-1/2 IF) BOX UP 5.000 IN XT-50 W/ACCESSORY BEVEL PIN DOWN 10.125 IN OD 3.000 IN ID 48.000 IN LG 10.188 IN EXT ID 110 KSI MYS BCS-A401 ZINC OR MANGANESE PHOSPHATE		NOBLE BUY OUT	EA			1		19207			
Baker Hughes - Houma	Baker Hughes	275210381RT			TIEBACK MILL 4.500 IN NC-50 (4-1/2 IF) BOX UP 5.000 IN XT-50 W/ACCESSORY BEVEL PIN DOWN 10.125 IN OD 3.000 IN ID 48.000 IN LG 10.188 IN EXT ID 110 KSI MYS BCS-A401 ZINC OR MANGANESE PHOSPHATE		NOBLE BUY OUT	EA			1		19207			
Baker Hughes - Houma	Baker Hughes	07885471N			9.188 IN ROUND NOSE GUIDE CR-MO STEEL 125 MYS ZINC OR MANGANESE PHOSPHATE 10.125 IN OD 8.635 IN ID 2.00 FT LG W/9.188 OD MOD STUB ACME THD F/10.188 OD SEAL ASSEMBLY		NOBLE BUY OUT	EA			1		12225			
Baker Hughes - Houma	Baker Hughes	2998941205T1			CROSSOVER BUSHING 7.625 IN 33.70 LB/FT VAM TOP HT BOX UP 7.750 IN 46.10 LB/FT TENARISHYDRIL WEDGE 523 PIN DOWN Q125 CR-MO TBLR 125 MYS 8.350 IN OD 6.535 IN ID 18.000 IN LG API SCT		NOBLE BUY OUT	EA			1		9819			
Baker Hughes - Houma	Baker Hughes	2998953095T1			CROSSOVER BUSHING 7.750 IN 46.10 LB/FT TENARISHYDRIL WEDGE 523 BOX UP 4.500 IN NO WEIGHT NC50 PIN DOWN P110 GEN PURPOSE TBLR 110 MYS 7.967 IN OD 3.735 IN ID 24.000 IN LG API SCT		NOBLE BUY OUT	EA			1		8355			
Baker Hughes - Houma	Baker Hughes	2998953095T1			CROSSOVER BUSHING 7.750 IN 46.10 LB/FT TENARISHYDRIL WEDGE 523 BOX UP 4.500 IN NO WEIGHT NC50 PIN DOWN P110 GEN PURPOSE TBLR 110 MYS 7.967 IN OD 3.735 IN ID 24.000 IN LG API SCT		NOBLE BUY OUT	EA			1		8355			
Baker Hughes - Houma	Baker Hughes	2998940285T1			CROSSOVER BUSHING 5.000 IN 18.00 LB/FT VAM TOP HT BOX UP 5.000 IN 18.00 LB/FT TENARISHYDRIL WEDGE 513 PIN DOWN Q125 CR-MO TBLR 125 MYS 5.622 IN OD 4.194 IN ID 18.000 IN LG API SCT		NOBLE BUY OUT	EA			1		11671.5			
Baker Hughes - Houma	Baker Hughes	266730311			LANDING COLLAR TYPE II W/BAFFLE 5.000 IN 18.00 LB/FT TENARISHYDRIL WEDGE 513 BOX UP 5.000 IN 18.00 LB/FT TENARISHYDRIL WEDGE 513 PIN DOWN 5.055 IN OD 4.184 IN ID 3.100 PSI SHEAR 1.500 IN DIA OF BALL 110 KSI MYS		NOBLE BUY OUT	EA			1		9132			
Baker Hughes - Houma	Baker Hughes	2998953015T1			CROSSOVER BUSHING 7.625 IN 33.70 LB/FT VAM TOP HT BOX UP 7.000 IN 35.00 LB/FT TENARISHYDRIL WEDGE 523 PIN DOWN Q125 CR-MO TBLR 125 MYS 8.361 IN OD 5.903 IN ID 18.000 IN LG API SCT		NOBLE BUY OUT	EA			1		11269.5			
Baker Hughes - Houma	Baker Hughes	2998953015T1			CROSSOVER BUSHING 7.625 IN 33.70 LB/FT VAM TOP HT BOX UP 7.000 IN 35.00 LB/FT TENARISHYDRIL WEDGE 523 PIN DOWN Q125 CR-MO TBLR 125 MYS 8.361 IN OD 5.903 IN ID 18.000 IN LG API SCT		NOBLE BUY OUT	EA			1		11269.5			
Baker Hughes - Houma	Baker Hughes	299893328			CROSSOVER BUSHING 9.875 IN 62.80 LB/FT VAM TOP BOX UP 9.875 IN 62.80 LB/FT VAM SLIJ II PIN DOWN Q125 CR-MO TBLR 125 MYS 10.952 IN OD 8.559 IN ID 18.000 IN LG		NOBLE BUY OUT	EA			1		11593.5			
Baker Hughes - Houma	Baker Hughes	299895335			CROSSOVER BUSHING 9.875 IN 62.80 LB/FT VAM TOP BOX UP 10.175 IN 81.00 LB/FT VAM SLIJ II PIN DOWN Q125 CR-MO TBLR 125 MYS 10.963 IN OD 8.551 IN ID 18.000 IN LG API SCT		NOBLE BUY OUT	EA			1		11635.5			
Baker Hughes - Houma	Baker Hughes	2998940235T1			CROSSOVER BUSHING 9.875 IN 62.80 LB/FT VAM TOP BOX UP 9.875 IN 62.80 LB/FT TENARISHYDRIL WEDGE 523 PIN DOWN Q125 CR-MO TBLR 125 MYS 10.952 IN OD 8.541 IN ID 18.000 IN LG API SCT		NOBLE BUY OUT	EA			1		11798.25			

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Baker Hughes - Houma	Baker Hughes	299893328			CROSSOVER BUSHING 9.875 IN 62.80 LB/FT VAM TOP BOX UP 9.875 IN 62.80 LB/FT VAM SLU II PIN DOWN Q125 CR-MO TBLR 125 MYS 10.952 IN OD 8.559 IN ID 18.000 IN LG		NOBLE BUY OUT	EA			1		11593.5			
Baker Hughes - Houma	Baker Hughes	299895335			CROSSOVER BUSHING 9.875 IN 62.80 LB/FT VAM TOP BOX UP 10.175 IN 81.00 LB/FT VAM SLU II PIN DOWN Q125 CR-MO TBLR 125 MYS 10.963 IN OD 8.551 IN ID 18.000 IN LG API SCT		NOBLE BUY OUT	EA			1		11635.5			
Baker Hughes - Houma	Baker Hughes	2998941205T1			CROSSOVER BUSHING 7.625 IN 33.70 LB/FT VAM TOP HT BOX UP 7.750 IN 46.10 LB/FT TENARISHYDRIL WEDGE 523 PIN DOWN Q125 CR-MO TBLR 125 MYS 8.350 IN OD 6.535 IN ID 18.000 IN LG API SCT LANDING COLLAR LFC TYPE 17.750 IN 46.10 LB/FT TENARISHYDRIL WEDGE 523 BOX UP 7.750 IN 46.10 LB/FT TENARISHYDRIL WEDGE 523 PIN DOWN 7.957 IN OD 6.525 IN ID (MUST DRIFT 6.500) 125 KSI MYS (API SCT)		NOBLE BUY OUT	EA			1		9819			
Baker Hughes - Houma	Baker Hughes	274120357			LANDING COLLAR LFC TYPE 17.750 IN 46.10 LB/FT TENARISHYDRIL WEDGE 523 BOX UP 7.750 IN 46.10 LB/FT TENARISHYDRIL WEDGE 523 PIN DOWN 7.957 IN OD 6.525 IN ID (MUST DRIFT 6.500) 125 KSI MYS (API SCT)		NOBLE BUY OUT	EA			1		17821.5			
Baker Hughes - Houma	Baker Hughes	274120357			LANDING COLLAR LFC TYPE 17.750 IN 46.10 LB/FT TENARISHYDRIL WEDGE 523 BOX UP 7.750 IN 46.10 LB/FT TENARISHYDRIL WEDGE 523 PIN DOWN 7.957 IN OD 6.525 IN ID (MUST DRIFT 6.500) 125 KSI MYS (API SCT)		NOBLE BUY OUT	EA			1		17821.5			
Baker Hughes - Houma	Baker Hughes	2998949605T1			CROSSOVER BUSHING 9.875 IN 67.50 LB/FT VAM SLU II BOX UP 9.875 IN 65.10 LB/FT TENARISHYDRIL WEDGE 523 PIN DOWN C110 CR-MO TBLR 110-125 KSI 30 10.191 IN OD 8.499 IN ID 18.000 IN LG API SCT		NOBLE BUY OUT	EA			1		16222.5			
Baker Hughes - Houma	Baker Hughes	299894963			CROSSOVER BUSHING 10.125 IN 79.29 LB/FT TENARISHYDRIL WEDGE 523 BOX UP 9.875 IN 67.50 LB/FT VAM SLU II PIN DOWN C110 CR-MO TBLR 110-125 KSI 30 10.360 IN OD 8.525 IN ID 18.000 IN LG API SCT		KATMAI	EA			1		12306			
Baker Hughes - Houma	Baker Hughes	10555030			10.125 IN ROUND NOSE GUIDE - CEMENT FILL CR-MO STEEL 125 MYS ZINC OR MANGANESE PHOSPHATE 10.125 IN OD 8.635 IN ID 2.00 FT LG W/9.188 OD MOD STUB ACME THD F/10.188 OD SEAL ASSEMBLY		KATMAI	EA			1		4714.2			
Benoit - Houma	Benoit	20240		Inside	4 1/2" 15.50# 13CR-110 Smart Assembly X 91'			EA	A		1		0			
Benoit - Houma	Benoit	20205		Outside	5 1/2" 23# 13CR-95 JFE Lion C.I.M. / Safety Valve Assembly X 50'			EA	A		1		0			
Benoit - Houma	Benoit	20029		Outside	5 1/2" 23# 13CR-95 JFE Lion C.I.M. / Safety Valve Assembly X 50'			EA	A		1		0			
Benoit - Houma	Benoit	20390		Outside	5 1/2" 23# 13CR-95 JFE Lion Casing Assembly X 48' (40' T&C Casing On Top, 2' Sub in Mid., 6' T&C Pi On Btm.)			EA	A		1		0			
Benoit - Houma	Benoit	9811		Inside	4 1/2" 15.10# Hyper 13CR-110 Vam Ace Lower BCSD Flo-Tool X 15'			EA	B		1		0			
Benoit - Houma	Benoit	9814		Inside	4 1/2" 15.10# Hyper 13CR-110 Vam Ace Lower Pin / Pin BCSD Flo-Tool X 15'			EA	A		1		0			
Benoit - Houma	Benoit	9813		Inside	4 1/2" 15.10# Hyper 13CR-110 Vam Ace Lower Pin / Pin BCSD Flo-Tool X 15'			EA	A		1		0			
Benoit - Houma	Benoit	9815		Inside	4 1/2" 15.10# Hyper 13CR-110 Vam Ace Upper BCSD Flo-Tool X 15'			EA	B		1		0			
Benoit - Houma	Benoit	9816		Inside	4 1/2" 15.10# Hyper 13CR-110 Vam Ace Upper BCSD Flo-Tool X 15'			EA	B		1		0			
Benoit - Houma	Benoit	12186		Inside	2 3/8" 4.70# 13CR-85 BTS-8 Blast Joint X 12'			EA	A		1		0			
Benoit - Houma	Benoit	8295		Outside	2 3/8" 4.70# 13CR-85 BTS-8 Blast Joint X 20'			EA	U		5		0			
Benoit - Houma	Benoit	17693		Outside	2 7/8" 6.50# 13CR-95 BTS-8 Blast Joint X 20'			EA	A		1		0			
Benoit - Houma	Benoit	17103		Inside	2 3/8" 4.70# 13CR-110 BTS-8 Box Bull Plug X 08"			EA	A		1		0			
Benoit - Houma	Benoit	9817		Outside	4 1/2" 15.10# Hyper 13CR-110 Vam Ace Chemical Injection Mandrel Assembly X 39'			EA	U		1		0			
Benoit - Houma	Benoit	20097		Outside	5 1/2" 23# 13CR-95 JFE Lion Chemical Injection Mandrel Assembly X 25'			EA	A		1		0			
Benoit - Houma	Benoit	20391		Outside	5 1/2" 23# 13CR-95 JFE Lion Chemical Injection Mandrel X 20'			EA	A		1		0			
Benoit - Houma	Benoit	14355		Inside	2 3/8" 4.70# L-80 BTS-8 PR Lower Combo Joint X 12' (IPC TK-800)			EA	A		3		0			
Benoit - Houma	Benoit	14354		Inside	2 3/8" 4.70# L-80 BTS-8 PR Upper Combo Joint X 12' (IPC TK-800)			EA	A		3		0			
Benoit - Houma	Benoit	10683		Inside	2 7/8" 6.50# L-80 BTS-8 PR Lower Combo-Joint X 12' (IPC TK-7)			EA	B		1		0			
Benoit - Houma	Benoit	10682		Inside	2 7/8" 6.50# L-80 BTS-8 PR Upper Combo-Joint X 12' (IPC TK-7)			EA	B		1		0			
Benoit - Houma	Benoit	9759		Inside	2 3/8" L-80 EUE 8rd Mod Tubing Coupling (IPC TK-7)			EA	B		2		0			
Benoit - Houma	Benoit	9746		Inside	2 3/8" L-80 EUE 8rd Mod Tubing Coupling (IPC TK-7)			EA	A		1		0			
Benoit - Houma	Benoit	14356		Inside	2 3/8" 4.70# L-80 BTS-8 PR Box / 2 7/8" 6.50# BTS-8 Pin Crossover Sub X 12" (IPC TK-800)			EA	A		1		0			
Benoit - Houma	Benoit	18964		Inside	3 1/2" 9.30# L-80 BTS-8 Pin / 3 1/2" 9.30# UEU 8rd Pin X-Over Sub X 14" (IPC TK-70)			EA	A		2		0			
Benoit - Houma	Benoit	14348		Inside	2 3/8" 4.70# L-80 BTS-8 Pin / Pin Pup Joint X 06' (IPC TK-800)			EA	A		1		0			
Benoit - Houma	Benoit	14349		Inside	2 3/8" 4.70# L-80 BTS-8 PR Pup Joint X 02' (IPC TK-800)			EA	A		1		0			
Benoit - Houma	Benoit	14350		Inside	2 3/8" 4.70# L-80 BTS-8 PR Pup Joint X 04' (IPC TK-800)			EA	A		1		0			
Benoit - Houma	Benoit	14351		Inside	2 3/8" 4.70# L-80 BTS-8 PR Pup Joint X 06' (IPC TK-800)			EA	A		2		0			
Benoit - Houma	Benoit	14352		Inside	2 3/8" 4.70# L-80 BTS-8 PR Pup Joint X 08' (IPC TK-800)			EA	A		1		0			
Benoit - Houma	Benoit	14481		Inside	2 3/8" 4.70# L-80 BTS-8 PR Pup Joint X 08' (IPC TK-800)			EA	B		1		0			
Benoit - Houma	Benoit	14353		Inside	2 3/8" 4.70# L-80 BTS-8 PR Pup Joint X 10' (IPC TK-800)			EA	A		1		0			
Benoit - Houma	Benoit	14482		Inside	2 3/8" 4.70# L-80 BTS-8 PR Pup Joint X 10' (IPC TK-800)			EA	B		1		0			
Benoit - Houma	Benoit	17599		Inside	2 3/8" 4.70# L-80 EUE 8rd Pin / Pin Pup Joint X 04' (IPC TK-800)			EA	B		1		0			
Benoit - Houma	Benoit	14418		Inside	2 3/8" 4.70# L-80 EUE 8rd Mod T&C Pup Joint X 02' (IPC TK-7)			EA	B		1		0			
Benoit - Houma	Benoit	14419		Inside	2 3/8" 4.70# L-80 EUE 8rd Mod T&C Pup Joint X 04' (IPC TK-7)			EA	B		1		0			
Benoit - Houma	Benoit	13200		Inside	2 3/8" 4.70# L-80 EUE 8rd Mod T&C Pup Joint X 06' (IPC TK-7)			EA	B		1		0			
Benoit - Houma	Benoit	14420		Inside	2 3/8" 4.70# L-80 EUE 8rd Mod T&C Pup Joint X 10' (IPC TK-7)			EA	B		1		0			
Benoit - Houma	Benoit	11864		Inside	2 7/8" 6.50# L-80 BTS-8 PR Pup Joint X 02' (IPC TK-7)			EA	A		2		0			
Benoit - Houma	Benoit	6758		Inside	2 7/8" 6.50# L-80 BTS-8 PR Pup Joint X 04' (IPC TK-7)			EA	B		1		0			
Benoit - Houma	Benoit	5988		Inside	2 7/8" 6.50# L-80 BTS-8 PR Pup Joint X 04' (IPC TK-7)			EA	B		1		0			
Benoit - Houma	Benoit	12038		Inside	2 7/8" 6.50# L-80 BTS-8 PR Pup Joint X 08' (IPC TK-7)			EA	A		1		0			
Benoit - Houma	Benoit	6343		Inside	2 7/8" 6.50# L-80 BTS-8 PR Pup Joint X 08' (IPC TK-7)			EA	A		1		0			
Benoit - Houma	Benoit	7598		Inside	2 7/8" 6.50# L-80 BTS-8 PR Pup Joint X 08' (IPC TK-7)			EA	A		1		0			
Benoit - Houma	Benoit	6345		Inside	2 7/8" 6.50# L-80 BTS-8 PR Pup Joint X 10' (IPC TK-7)			EA	B		1		0			
Benoit - Houma	Benoit	8827		Inside	3 1/2" 9.30# L-80 BTS-8 Pin / Pin Pup Joint X 06' (IPC TK-7)			EA	A		1		0			
Benoit - Houma	Benoit	4721		Inside	3 1/2" 9.30# L-80 BTS-8 PR Pup Joint X 02' (IPC TK-7)			EA	A		2		0			
Benoit - Houma	Benoit	4746		Inside	3 1/2" 9.30# L-80 BTS-8 PR Pup Joint X 04' (IPC TK-7)			EA	B		1		0			
Benoit - Houma	Benoit	4747		Inside	3 1/2" 9.30# L-80 BTS-8 PR Pup Joint X 06' (IPC TK-7)			EA	B		2		0			
Benoit - Houma	Benoit	8828		Inside	3 1/2" 9.30# L-80 BTS-8 PR Pup Joint X 08' (IPC TK-7)			EA	A		1		0			
Benoit - Houma	Benoit	4748		Inside	3 1/2" 9.30# L-80 BTS-8 PR Pup Joint X 10' (IPC TK-7)			EA	A		1		0			
Benoit - Houma	Benoit	18968		Inside	3 1/2" 9.30# L-80 EUE 8rd Mod. T&C Pup Joint X 02' (IPC TK-70)			EA	B		1		0			
Benoit - Houma	Benoit	18967		Inside	3 1/2" 9.30# L-80 EUE 8rd Mod. T&C Pup Joint X 02' (IPC TK-70)			EA	B		1		0			
Benoit - Houma	Benoit	18961		Inside	3 1/2" 9.30# L-80 EUE 8rd Mod. T&C Pup Joint X 04' (IPC TK-70)			EA	A		1		0			
Benoit - Houma	Benoit	18969		Inside	3 1/2" 9.30# L-80 EUE 8rd Mod. T&C Pup Joint X 04' (IPC TK-70)			EA	B		1		0			
Benoit - Houma	Benoit	18965		Inside	3 1/2" 9.30# L-80 EUE 8rd Mod. T&C Pup Joint X 06' (IPC TK-70)			EA	A		1		0			
Benoit - Houma	Benoit	18962		Inside	3 1/2" 9.30# L-80 EUE 8rd Mod. T&C Pup Joint X 06' (IPC TK-70)			EA	A		1		0			
Benoit - Houma	Benoit	18963		Inside	3 1/2" 9.30# L-80 EUE 8rd Mod. T&C Pup Joint X 10' (IPC TK-70)			EA	A		1		0			
Benoit - Houma	Benoit	18966		Inside	3 1/2" 9.30# L-80 EUE 8rd Mod. T&C Pup Joint X 10' (IPC TK-70)			EA	A		1		0			
Benoit - Houma	Benoit	13190		Inside	2 7/8" 6.40# 13CR-95 Fox-K Box / Pin Lower Combo-Joint X 12'			EA	A		1		0			

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Benoit - Houma	Benoit	13189		Inside	2 7/8" 6.40# 13CR-95 Fox-K Cplg. Box / Box Upper Combo-Joint X 12'			EA	A		1			0		
Benoit - Houma	Benoit	16446		Inside	2 7/8" 6.50# 13CR-85 BTS-8 Lower Combo-Joint X 12'			EA	A		1			0		
Benoit - Houma	Benoit	19847		Inside	2 7/8" 6.50# 13CR-85 BTS-8 Upper Combo Joint X 12'			EA	A		1			0		
Benoit - Houma	Benoit	15402		Inside	2 7/8" 7.70# 13CR-95 Vam Ace Lower Combo Joint Assembly X 12'			EA	U		1			0		
Benoit - Houma	Benoit	15392		Inside	2 7/8" 7.70# 13CR-95 Vam Ace Upper Combo Joint Assembly X 12'			EA	U		1			0		
Benoit - Houma	Benoit	7338		Inside	3 1/2" 9.30# Hyper 13CR-110 BTS-8 Lower Combo-Joint X 12'			EA	B		3			0		
Benoit - Houma	Benoit	7226		Inside	3 1/2" 9.30# Hyper 13CR-110 BTS-8 Upper Combo-Joint X 12'			EA	B		3			0		
Benoit - Houma	Benoit	20355		Inside	4 1/2" 18.90# 13CR-110 HYP 2 JFE Lion Pin / 4 1/2" 17# Vam Top Pin X-Over Pup Joint X 10'			EA	A		4			0		
Benoit - Houma	Benoit	20064		Inside	5 1/2" 223# 13CR-95 JFE Lion Pin / Vam Ace Pin X-Over Pup Joint X 5'			EA	A		1			0		
Benoit - Houma	Benoit	16324		Inside	2 3/8" 4.43# 13CR-85 Echo F-4 Box / 2 3/8" 4.70# BTS-8 S/C Pin Crossover Sub X 12"			EA	A		1			0		
Benoit - Houma	Benoit	16323		Inside	2 3/8" 4.60# 13CR-85 NU 10rd (special OD) Box / 2 3/8" 4.43# Echo F-4 Pin Crossover Sub X 12"			EA	A		1			0		
Benoit - Houma	Benoit	19681		Inside	2 3/8" 4.70# 13CR-110 BTS-8 Box / 2 3/8" 4.70# NU 10rd Pin X-Over Locator Sub X 18" (w/ 3.150" O.D.)			EA	A		1			0		
Benoit - Houma	Benoit	7925		Inside	2 7/8" 7.90# 13CR-95 BTS-6 Box / 2 3/8" 4.70# BTS-8 Pin X-Over Sub			EA	A		1			0		
Benoit - Houma	Benoit	15565		Inside	2 7/8" 6.16# Hyper 13CR-110 STL Box / 2 7/8" 7.66# HDL Pin X-over Subs X 12"			EA	A		2			0		
Benoit - Houma	Benoit	14955		Inside	2 7/8" 6.40# 13CR-85 Fox-K Box / 2 7/8" 6.50# BTS-8 Pin X-Over Sub X 12"			EA	A		1			0		
Benoit - Houma	Benoit	2917		Inside	2 7/8" 6.40# L-80 NU 10rd Pin X 2 3/8" EUE Box X-over Sub			EA	A		1			0		
Benoit - Houma	Benoit	2918		Inside	2 7/8" 6.40# L-80 NU 10rd Pin X 2 3/8" EUE Box X-over Sub			EA	A		1			0		
Benoit - Houma	Benoit	19026		Inside	2 7/8" 6.50# 13CR-85 BTS-8 Box / 2 3/8" 4.70# BTS-8 Pin X-Over Sub X 14"			EA	A		1			0		
Benoit - Houma	Benoit	11933		Inside	2 7/8" 6.50# 13CR-85 BTS-8 Pin / 2 3/8" 4.70# BTS-8 Box Crossover Sub X 12"			EA	A		1			0		
Benoit - Houma	Benoit	17346		Inside	2 7/8" 6.50# P-110 BTS-8 Box / 4 1/2" NU Pin Crossover Sub X 14"			EA	A		1			0		
Benoit - Houma	Benoit	19682		Inside	2 7/8" 6.50# P-110 NU 10rd Box / 2 3/8" 4.70# BTS-8 Pin X-Over Sub X 14"			EA	A		1			0		
Benoit - Houma	Benoit	15564		Inside	2 7/8" 7.66# 13CR-110 HDL Box / 2 7/8" 6.16# STL Pin X-over Sub X 12"			EA	A		2			0		
Benoit - Houma	Benoit	2915		Inside	2 7/8" L-80 NU 10rd Box X 2 3/8" NU 10rd Box X-over Sub			EA	A		1			0		
Benoit - Houma	Benoit	2916		Inside	2 7/8" L-80 NU 10rd Box X 2 3/8" NU 10rd Box X-over Sub			EA	A		1			0		
Benoit - Houma	Benoit	17689		Inside	2 7/8" 6.50# 13CR-95 BTS-8 Box / 3 1/2" 9.30# EUE 8rd Pin Crossover Sub X 14"			EA	A		1			0		
Benoit - Houma	Benoit	14440		Inside	3 1/2" 12.95# 13CR-95 BTS-6 Box / 3 1/2" 9.30# BTS-8 Pin X-Over Sub X 14"			EA	B		1			0		
Benoit - Houma	Benoit	16481		Inside	3 1/2" 12.95# 13CR-95 RTS-6 Box / 3 1/2" 10.20# JFE Bear Pin X-Over Sub X 2' (Not supplied by Benoit)			EA	U		1			0		
Benoit - Houma	Benoit	15942		Inside	3 1/2" 9.20# 13CR-85 JFE Bear Box / 3 1/2" 9.30# BTS-8 Pin Crossover Sub X 12"			EA	A		1			0		
Benoit - Houma	Benoit	11711		Inside	3 1/2" 9.20# 13CR-85 Vam Ace Box / 2 7/8" 6.50# BTS-8 Pin Crossover Sub X 12"			EA	A		1			0		
Benoit - Houma	Benoit	17690		Inside	3 1/2" 9.30# 13CR-95 EUE 8rd Box / 2 7/8" 6.50# BTS-8 Pin Crossover Sub X 14"			EA	A		1			0		
Benoit - Houma	Benoit	11073		Inside	3 1/2" 9.30# Hyper 13CR110 BTS-8 Box / 2 7/8" 6.50# BTS-8 Box Crossover Sub x 14"			EA	A		1			0		
Benoit - Houma	Benoit	17344		Inside	4 1/2" 15.10# 13CR-110 SLHT Box / 5 1/2" 23# SHLT Pin Crossover Sub X 14"			EA	A		1			0		
Benoit - Houma	Benoit	19683		Inside	4" 11.60# 13CR-85 NU 8rd Box / 2 3/8" 4.70# BTS-8 Pin X-Over Sub X 14"			EA	A		1			0		
Benoit - Houma	Benoit	17345		Inside	5 1/2" 23# 13CR-110 SLHT Box / 4 1/2" 15.10# SHLT Pin Crossover Sub X 14"			EA	A		1			0		
Benoit - Houma	Benoit	20231		Inside	5 1/2" 29.70# 13CR-95 JFE Lion Box / 5 1/2" 23# JFE Lion Pin X-Over Sub X 36"			EA	A		1			0		
Benoit - Houma	Benoit	14201		Outside	2 3/8" 4.70# L-80 BTS-8 Gas Lift Mandrel Assembly X 18' (6" P/I's top & btm) (superior gbk mandrels)			EA	U		3			0		
Benoit - Houma	Benoit	12345		Outside	2 7/8" 6.50# 13CR85 BTS-8 Gas Lift Mandrel Assembly X 19' (6" Pup Joint Top & Bottom)(Superior mandrels)			EA	B		1			0		
Benoit - Houma	Benoit	20098		Outside	5 1/2" 23# 13CR-95 JFE Lion Gauge Mandri Assembly X 15' (2- 4" Pup Joints On Btm)			EA	A		1			0		
Benoit - Houma	Benoit	14357		Inside	2 3/8" 4.70# 9CR-80 BTS-8 PR BCS Nipple (1.875" P.B.)			EA	A		1			0		
Benoit - Houma	Benoit	2920		Inside	2 3/8" 4.70# 9CR-80 BTS-8 SWN Nipple			EA	A		1			0		
Benoit - Houma	Benoit	2919		Inside	2 3/8" 4.70# 9CR-80 BTS-8 SWS Nipple			EA	A		1			0		
Benoit - Houma	Benoit	14960		Inside	2 7/8" 6.16# 13CR-85 Echo F-4 BCS Nipple (2.313" P.B.)			EA	A		1			0		
Benoit - Houma	Benoit	13615		Inside	2 7/8" 6.40# 13CR-85 Fox-K Coupling Box / Pin BCS Nipple ( 2.313"PB )			EA	B		2			0		
Benoit - Houma	Benoit	16272		Inside	2 7/8" 6.50# 9CR-80 BCSN EUE 8RD Pin / Pin Nipple (2.313" P.B. / 2.205" No-Go)			EA	B		1			0		
Benoit - Houma	Benoit	17816		Inside	2 7/8" 6.50# 9CR-80 EUE 8rd Pin / Pin BCS Landing Nipple (2.313" P.B.)			EA	B		1			0		
Benoit - Houma	Benoit	15777		Inside	3 1/2" 10.20# 718 Inconel Vam Top Pin / Pin BCS Nipple (2.750" P.B.)			EA	B		1			0		
Benoit - Houma	Benoit	19841		Outside	2 3/8" 4.70# L-80 BTS-8 BCSN Nipple Assembly X 31' (1.875" P.B.) ( Plug In Place) ( 12' UCJ on Top + 12' LCJ + 6' Perforated PJ On Btm.)			EA	A		1			0		
Benoit - Houma	Benoit	13966		Inside	2 3/8" 4.70# L-80 BTS-8 BCSN Nipple Assembly X 13' w/ WLEG (1.875" P.B. / 1.791" No-Go) (6" P/I Top / Bottom)			EA	B		1			0		
Benoit - Houma	Benoit	13591		Inside	2 3/8" 4.70# L-80 EUE 8rd Nipple Assembly X 13' w/ WLEG (1.875" P.B.) (9CR-80 Nipple)			EA	B		1			0		
Benoit - Houma	Benoit	19835		Outside	2 7/8" 6.50 13CR-85 BTS-8 BCS Nipple Assembly X 25' (12" C/I Top & Btm.)			EA	A		2			0		
Benoit - Houma	Benoit	13192		Outside	2 7/8" 6.40# 13CR-95 Fox-K BCS Nipple Assembly X 25' (2.313" P.B. )(fox / bts-8 C/I's top & bottom)			EA	B		1			0		
Benoit - Houma	Benoit	13061		Outside	2 7/8" 6.50# Hyper 13CR-110 BTS-8 BCS Nipple Assembly X 29' (14" C/I's top & bottom)			EA	B		1			0		
Benoit - Houma	Benoit	14789		Outside	2 7/8" 6.50# Hyper 13CR-110 BTS-8 BCS Nipple Assembly X 25' (2.313" P.B.) W/ 12' c/I's top & btm.			EA	B		1			0		
Benoit - Houma	Benoit	19844		Inside	2 7/8" 6.50# L-80 BTS-8 BCSN Nipple Assembly X 14' (2.313" P.B.) (6" P/I Top & Btm. / 12" Mule Shoe on Btm.)			EA	A		1			0		
Benoit - Houma	Benoit	15476		Outside	2 7/8" 7.70# 13CR-95 Vam Ace Nipple Assembly X 25' (2.188" P.B. PetroQuip nipple) 6" P/I's & 6" F/C torqued together top & btm			EA	U		2			0		
Benoit - Houma	Benoit	13467		Outside	2 7/8" 7.90# Hyper 13CR-110 BTS-6 BC-R Nipple Assembly X 25' (2.188 PB) (w/ 12' C/I Top & Btm.)			EA	A		1			0		
Benoit - Houma	Benoit	20031		Outside	4 1/2" 15.20# 13CR-110 JFE Lion HES RPT Nipple Assembly X 30' (3.125" P.B.)			EA	A		1			0		
Benoit - Houma	Benoit	15336		Inside	3 1/2" 12.95# Hyper 13CR-110 BTS-6 Perforated Pup Joint X 06'			EA	A		1			0		
Benoit - Houma	Benoit	14460		Inside	3 1/2" 9.30# 13CR-95 BTS-8 Pup Joint X 06' (1/2" Holes, 6" Centers, 90 Degree Phase)			EA	A		1			0		
Benoit - Houma	Benoit	10234		Inside	PRR Plug (2.313" PB)			EA	B		1			0		
Benoit - Houma	Benoit	2910		Inside	2 3/8" 4.70# 13CR-85 BTS-8 Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	19760		Inside	2 3/8" 4.70# 13CR-85 BTS-8 Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	11156		Inside	2 3/8" 4.43# 13CR85 Echo F4 Pup Joint X 02'			EA	A		1			0		
Benoit - Houma	Benoit	11157		Inside	2 3/8" 4.43# 13CR85 Echo F4 Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	11158		Inside	2 3/8" 4.43# 13CR85 Echo F4 Pup Joint X 06'			EA	A		1			0		
Benoit - Houma	Benoit	16321		Inside	2 3/8" 4.43# 13CR85 Echo F4 Pup Joint X 08'			EA	A		1			0		
Benoit - Houma	Benoit	16322		Inside	2 3/8" 4.43# 13CR85 Echo F4 Pup Joint X 10'			EA	A		1			0		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Benoit - Houma	Benoit	13508		Inside	2 3/8" 4.60# 13CR-85 STL Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	13509		Inside	2 3/8" 4.60# 13CR-85 STL Pup Joint X 06'			EA	A		1			0		
Benoit - Houma	Benoit	16097		Inside	2 3/8" 4.60# 13CR-95 STL Pup Joint X 06'			EA	A		1			0		
Benoit - Houma	Benoit	14708		Inside	2 3/8" 4.60# Hyper 13CR-110 STL Pup Joint X 06'			EA	A		1			0		
Benoit - Houma	Benoit	14709		Inside	2 3/8" 4.60# Hyper 13CR-110 STL Pup Joint X 10'			EA	A		1			0		
Benoit - Houma	Benoit	12200		Inside	2 3/8" 4.60# P-110 STL Pup Joint X 02'			EA	A		1			0		
Benoit - Houma	Benoit	12127		Inside	2 3/8" 4.60# P-110 STL Pup Joint X 04'			EA	A		5			0		
Benoit - Houma	Benoit	12562		Inside	2 3/8" 4.60# P-110 STL Pup Joint X 06'			EA	A		1			0		
Benoit - Houma	Benoit	12128		Inside	2 3/8" 4.60# P-110 STL Pup Joint X 06'			EA	A		1			0		
Benoit - Houma	Benoit	12129		Inside	2 3/8" 4.60# P-110 STL Pup Joint X 08'			EA	A		1			0		
Benoit - Houma	Benoit	12130		Inside	2 3/8" 4.60# P-110 STL Pup Joint X 10'			EA	A		2			0		
Benoit - Houma	Benoit	17437		Inside	2 3/8" 4.70# 13CR-95 BTS-8 Pup Joint X 02'			EA	B		1			0		
Benoit - Houma	Benoit	16161		Inside	2 3/8" 4.70# 13CR-95 BTS-8 Pup Joint X 08'			EA	B		1			0		
Benoit - Houma	Benoit	12126		Inside	2 3/8" 4.70# L-80 BTS-8 Pup Joint X 06'			EA	B		1			0		
Benoit - Houma	Benoit	19940		Inside	2 3/8" 4.70# P-110 BTS-8 Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	18481		Inside	2 7/8" 6.50# P-110 BTS-8 Pup Joint X 02'			EA	B		1			0		
Benoit - Houma	Benoit	14959		Inside	2 7/8" 6.16# 13CR-85 Echo F-4 Pup Joint X 06'			EA	A		1			0		
Benoit - Houma	Benoit	13159		Inside	2 7/8" 6.16# 13CR-95 Echo F-4 Pup Joint X 02'			EA	A		1			0		
Benoit - Houma	Benoit	13160		Inside	2 7/8" 6.16# 13CR-95 Echo F-4 Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	13161		Inside	2 7/8" 6.16# 13CR-95 Echo F-4 Pup Joint X 06'			EA	A		1			0		
Benoit - Houma	Benoit	13162		Inside	2 7/8" 6.16# 13CR-95 Echo F-4 Pup Joint X 08'			EA	A		1			0		
Benoit - Houma	Benoit	13163		Inside	2 7/8" 6.16# 13CR-95 Echo F-4 Pup Joint X 10'			EA	A		1			0		
Benoit - Houma	Benoit	12063		Inside	2 7/8" 6.40# 13CR-85 Fox-K T&C Pup Joint X 02'			EA	B		1			0		
Benoit - Houma	Benoit	12088		Inside	2 7/8" 6.40# 13CR-85 Fox-K T&C Pup Joint X 10'			EA	B		1			0		
Benoit - Houma	Benoit	13150		Inside	2 7/8" 6.40# 13CR-95 Fox-K Pin / Pin Pup Joint X 06'			EA	A		1			0		
Benoit - Houma	Benoit	13151		Inside	2 7/8" 6.40# 13CR-95 Fox-K T&C Pup Joint X 02'			EA	A		1			0		
Benoit - Houma	Benoit	13152		Inside	2 7/8" 6.40# 13CR-95 Fox-K T&C Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	13154		Inside	2 7/8" 6.40# 13CR-95 Fox-K T&C Pup Joint X 08'			EA	A		1			0		
Benoit - Houma	Benoit	13155		Inside	2 7/8" 6.40# 13CR-95 Fox-K T&C Pup Joint X 10'			EA	A		1			0		
Benoit - Houma	Benoit	20273		Inside	2 7/8" 6.40# Hyper 13CR-110 Vam FIL Pup Joint X 02'			EA	A		3			0		
Benoit - Houma	Benoit	20269		Inside	2 7/8" 6.40# Hyper 13CR-110 Vam FIL Pup Joint X 02'			EA	A		1			0		
Benoit - Houma	Benoit	20264		Inside	2 7/8" 6.40# Hyper 13CR-110 Vam FIL Pup Joint X 02'			EA	A		2			0		
Benoit - Houma	Benoit	20265		Inside	2 7/8" 6.40# Hyper 13CR-110 Vam FIL Pup Joint X 04'			EA	A		6			0		
Benoit - Houma	Benoit	20270		Inside	2 7/8" 6.40# Hyper 13CR-110 Vam FIL Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	20274		Inside	2 7/8" 6.40# Hyper 13CR-110 Vam FIL Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	20271		Inside	2 7/8" 6.40# Hyper 13CR-110 Vam FIL Pup Joint X 06'			EA	A		3			0		
Benoit - Houma	Benoit	20275		Inside	2 7/8" 6.40# Hyper 13CR-110 Vam FIL Pup Joint X 06'			EA	A		4			0		
Benoit - Houma	Benoit	20266		Inside	2 7/8" 6.40# Hyper 13CR-110 Vam FIL Pup Joint X 06'			EA	A		4			0		
Benoit - Houma	Benoit	20276		Inside	2 7/8" 6.40# Hyper 13CR-110 Vam FIL Pup Joint X 08'			EA	A		2			0		
Benoit - Houma	Benoit	20267		Inside	2 7/8" 6.40# Hyper 13CR-110 Vam FIL Pup Joint X 08'			EA	A		2			0		
Benoit - Houma	Benoit	20272		Inside	2 7/8" 6.40# Hyper 13CR-110 Vam FIL Pup Joint X 10'			EA	A		2			0		
Benoit - Houma	Benoit	20277		Inside	2 7/8" 6.40# Hyper 13CR-110 Vam FIL Pup Joint X 10'			EA	A		4			0		
Benoit - Houma	Benoit	15022		Inside	2 7/8" 6.50# 13CR-85 BTS-8 Pup Joint X 06'			EA	B		1			0		
Benoit - Houma	Benoit	17988		Inside	2 7/8" 6.50# 13CR-95 BTS-8 Pup Joint X 02'			EA	B		1			0		
Benoit - Houma	Benoit	17716		Inside	2 7/8" 6.50# 13CR-95 BTS-8 Pup Joint X 02'			EA	B		2			0		
Benoit - Houma	Benoit	17976		Inside	2 7/8" 6.50# 13CR-95 BTS-8 Pup Joint X 04'			EA	B		1			0		
Benoit - Houma	Benoit	17717		Inside	2 7/8" 6.50# 13CR-95 BTS-8 Pup Joint X 06'			EA	B		1			0		
Benoit - Houma	Benoit	17686		Inside	2 7/8" 6.50# 13CR-95 BTS-8 Pup Joint X 08'			EA	B		1			0		
Benoit - Houma	Benoit	6199		Inside	2 7/8" 6.50# Hyper 13CR-110 BTS-8 Pup Joint X 02'			EA	A		1			0		
Benoit - Houma	Benoit	7351		Inside	2 7/8" 6.50# Hyper 13CR-110 BTS-8 Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	20279		Inside	2 7/8" 6.50# Hyper 13CR-110 BTS-8 Pup Joint X 06'			EA	A		1			0		
Benoit - Houma	Benoit	20268		Inside	2 7/8" 6.50# Hyper 13CR-110 BTS-8 Pup Joint X 08'			EA	A		2			0		
Benoit - Houma	Benoit	19842		Inside	2 7/8" 6.50# L-80 BTS-8 Pup Joint X 02'			EA	B		1			0		
Benoit - Houma	Benoit	19843		Inside	2 7/8" 6.50# L-80 BTS-8 Pup Joint X 04'			EA	B		1			0		
Benoit - Houma	Benoit	17265		Inside	2 7/8" 6.50# L-80 BTS-8 Pup Joint X 06'			EA	B		1			0		
Benoit - Houma	Benoit	17821		Inside	2 7/8" 6.50# L-80 BTS-8 Pup Joint X 08'			EA	B		1			0		
Benoit - Houma	Benoit	6323		Inside	2 7/8" 6.50# L-80 BTS-8 Pup Joint X 10'			EA	B		1			0		
Benoit - Houma	Benoit	9239		Inside	2 7/8" 6.50# L-80 BTS-8 Pup Joint X 12'			EA	B		2			0		
Benoit - Houma	Benoit	16710		Inside	2 7/8" 6.50# L-80 BTS-8 Pup Joint X 15'			EA	B		1			0		
Benoit - Houma	Benoit	18482		Inside	2 7/8" 6.50# P-110 BTS-8 Pup Joint X 04'			EA	B		1			0		
Benoit - Houma	Benoit	18483		Inside	2 7/8" 6.50# P-110 BTS-8 Pup Joint X 10'			EA	B		1			0		
Benoit - Houma	Benoit	16627		Inside	2 7/8" 7.66# 13CR-110 AB-HDL Pup Joint X 02'			EA	A		1			0		
Benoit - Houma	Benoit	16628		Inside	2 7/8" 7.66# 13CR-110 AB-HDL Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	13273		Inside	2 7/8" 7.66# 13CR-95 Echo F-4 Pup Joint X 02'			EA	A		1			0		
Benoit - Houma	Benoit	13849		Inside	2 7/8" 7.66# Hyper 13CR-110 Echo F-4 Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	16461		Inside	2 7/8" 7.66# Hyper 13CR-110 HDL Pup Joint X 02'			EA	B		1			0		
Benoit - Houma	Benoit	15557		Inside	2 7/8" 7.66# Hyper 13CR-110 HDL Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	15558		Inside	2 7/8" 7.66# Hyper 13CR-110 HDL Pup Joint X 06'			EA	A		4			0		
Benoit - Houma	Benoit	15559		Inside	2 7/8" 7.66# Hyper 13CR-110 HDL Pup Joint X 08'			EA	A		2			0		
Benoit - Houma	Benoit	15561		Inside	2 7/8" 7.66# Hyper 13CR-110 HDL Pup Joint X 10'			EA	A		1			0		
Benoit - Houma	Benoit	15560		Inside	2 7/8" 7.66# Hyper 13CR-110 HDL Pup Joint X 10'			EA	B		1			0		
Benoit - Houma	Benoit	15164		Inside	2 7/8" 7.66# Hyper 13CR-110 HDL Pup Joint X 2' 6"			EA	A		2			0		
Benoit - Houma	Benoit	15338		Inside	2 7/8" 7.66# Hyper 13CR-110 STL Pup Joint X 02'			EA	B		1			0		
Benoit - Houma	Benoit	15339		Inside	2 7/8" 7.66# Hyper 13CR-110 STL Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	15340		Inside	2 7/8" 7.66# Hyper 13CR-110 STL Pup Joint X 06'			EA	A		2			0		
Benoit - Houma	Benoit	15341		Inside	2 7/8" 7.66# Hyper 13CR-110 STL Pup Joint X 06'			EA	B		1			0		
Benoit - Houma	Benoit	15342		Inside	2 7/8" 7.66# Hyper 13CR-110 STL Pup Joint X 08'			EA	A		1			0		
Benoit - Houma	Benoit	15343		Inside	2 7/8" 7.66# Hyper 13CR-110 STL Pup Joint X 08'			EA	B		1			0		
Benoit - Houma	Benoit	13872		Inside	2 7/8" 7.66# Hyper 13CR-110 STL Pup Joint X 10'			EA	A		1			0		
Benoit - Houma	Benoit	15337		Inside	2 7/8" 7.66# Hyper 13CR-110 STL Pup Joint X 2' 6"			EA	A		2			0		
Benoit - Houma	Benoit	13396		Inside	2 7/8" 7.70# 13CR-95 Fox-K T&C Pup Joint X 06'			EA	B		1			0		
Benoit - Houma	Benoit	15404		Inside	2 7/8" 7.70# 13CR-95 Vam Ace Pin / Pin Pup Joint X 06'			EA	U		12			0		
Benoit - Houma	Benoit	15403		Inside	2 7/8" 7.70# 13CR-95 Vam Ace T&C Pup Joint X 06'			EA	U		12			0		
Benoit - Houma	Benoit	11343		Inside	2 7/8" 7.90# Hyper 13CR110 BTS-6 Pup Joint X 04'			EA	B		1			0		
Benoit - Houma	Benoit	2923		Inside	2 7/8" 7.90# L-80 BTS-6 Pup Joint X 02'			EA	B		1			0		
Benoit - Houma	Benoit	2911		Inside	2 7/8" 7.90# L-80 BTS-6 Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	16474		Inside	3 1/2" 10.20# 13CR-95 JFE Bear Pin / Pin Pup Joint X 04' (Not supplied by Benoit)			EA	U		1			0		
Benoit - Houma	Benoit	16475		Inside	3 1/2" 10.20# 13CR-95 JFE Bear Pin / Pin Pup Joint X 06' (Not supplied by Benoit)			EA	U		1			0		
Benoit - Houma	Benoit	16476		Inside	3 1/2" 10.20# 13CR-95 JFE Bear T&C Pup Joint X 02' (Not supplied by Benoit)			EA	U		1			0		
Benoit - Houma	Benoit	16477		Inside	3 1/2" 10.20# 13CR-95 JFE Bear T&C Pup Joint X 08' (Not supplied by Benoit)			EA	U		1			0		



Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Benoit - Houma	Benoit	16479		Inside	3 1/2" 10.20# 13CR-95 JFE Bear T&C Pup Joint X 10' (Not supplied by Benoit)			EA	U		1			0		
Benoit - Houma	Benoit	15880		Inside	3 1/2" 10.20# G3-125 Vam Top T&C Pup Joint X 02'			EA	U		1			0		
Benoit - Houma	Benoit	15881		Inside	3 1/2" 10.20# G3-125 Vam Top T&C Pup Joint X 06'			EA	U		1			0		
Benoit - Houma	Benoit	15882		Inside	3 1/2" 10.20# G3-125 Vam Top T&C Pup Joint X 08'			EA	U		1			0		
Benoit - Houma	Benoit	15883		Inside	3 1/2" 10.20# G3-125 Vam Top T&C Pup Joint X 10'			EA	U		1			0		
Benoit - Houma	Benoit	6195		Inside	3 1/2" 12.95# 13CR-95 BTS-6 Pup Joint X 08'			EA	B		1			0		
Benoit - Houma	Benoit	16480		Inside	3 1/2" 12.95# 13CR-95 RTS-6 Pin / Pin Pup Joint X 06' (Not supplied by Benoit)			EA	U		1			0		
Benoit - Houma	Benoit	11742		Inside	3 1/2" 12.95# Hyper 13CR-110 BTS-6 Pup Joint X 05'			EA	A		1			0		
Benoit - Houma	Benoit	12377		Inside	3 1/2" 9.30# 13CR-85 JFE-Bear Pin / Pin Pup Joint X 06'			EA	A		1			0		
Benoit - Houma	Benoit	15023		Inside	3 1/2" 9.30# 13CR-85 BTS-8 Pup Joint X 10'			EA	B		1			0		
Benoit - Houma	Benoit	7345		Inside	3 1/2" 9.30# Hyper 13CR-110 BTS-8 Pup Joint X 10'			EA	A		1			0		
Benoit - Houma	Benoit	11072		Inside	3 1/2" 9.30# Hyper13CR110 BTS-8 Pin / Pin Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	20084		Inside	4 1/2" 15.20# 13CR-110 HYP 1 JFE Lion Pin / Pin Pup Joint X 04'			EA	A		4			0		
Benoit - Houma	Benoit	20085		Inside	4 1/2" 15.20# 13CR-110 HYP 1 JFE Lion Pin / Pin Pup Joint X 10'			EA	A		1			0		
Benoit - Houma	Benoit	20093		Inside	4 1/2" 15.20# 13CR-110 HYP 1 JFE Lion T&C Pup Joint X 04'			EA	B		1			0		
Benoit - Houma	Benoit	20094		Inside	4 1/2" 15.20# 13CR-110 HYP 1 JFE Lion T&C Pup Joint X 06'			EA	B		1			0		
Benoit - Houma	Benoit	20095		Inside	4 1/2" 15.20# 13CR-110 HYP 1 JFE Lion T&C Pup Joint X 08'			EA	B		1			0		
Benoit - Houma	Benoit	20096		Inside	4 1/2" 15.20# 13CR-110 HYP 1 JFE Lion T&C Pup Joint X 10'			EA	B		2			0		
Benoit - Houma	Benoit	20092		Inside	4 1/2" 15.20# 13CR-110 HYP 1 JFE Lion T&C Pup Joint X 2' 6"			EA	B		1			0		
Benoit - Houma	Benoit	20062		Inside	4 1/2" 15.20# Hyper 13CR-110 JFE Lion Pin/Pin Pup Joint X 08'			EA	A		1			0		
Benoit - Houma	Benoit	20019		Inside	4 1/2" 15.20# Hyper 13CR-110 JFE Lion T&C Pup Joint X 02'			EA	A		1			0		
Benoit - Houma	Benoit	20200		Inside	4 1/2" 15.20# Hyper 13CR-110 JFE Lion T&C Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	20020		Inside	4 1/2" 15.20# Hyper 13CR-110 JFE Lion T&C Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	20021		Inside	4 1/2" 15.20# Hyper 13CR-110 JFE Lion T&C Pup Joint X 06'			EA	A		2			0		
Benoit - Houma	Benoit	20022		Inside	4 1/2" 15.20# Hyper 13CR-110 JFE Lion T&C Pup Joint X 08'			EA	A		2			0		
Benoit - Houma	Benoit	20023		Inside	4 1/2" 15.20# Hyper 13CR-110 JFE Lion T&C Pup Joint X 10'			EA	A		1			0		
Benoit - Houma	Benoit	20199		Inside	4 1/2" 15.20# Hyper 13CR-110 JFE Lion T&C Pup Joint X 2'6"			EA	A		2			0		
Benoit - Houma	Benoit	20228		Inside	5 1/2" 23# 13CR-95 JFE Lion Pin /Pin Pup Joint X 02'			EA	A		1			0		
Benoit - Houma	Benoit	20229		Inside	5 1/2" 23# 13CR-95 JFE Lion Pin /Pin Pup Joint X 04'			EA	A		2			0		
Benoit - Houma	Benoit	20230		Inside	5 1/2" 23# 13CR-95 JFE Lion Pin /Pin Pup Joint X 08'			EA	A		1			0		
Benoit - Houma	Benoit	20087		Inside	5 1/2" 23# 13CR-95 JFE Lion Pin / Pin Pup Joint X 06'			EA	A		1			0		
Benoit - Houma	Benoit	20024		Inside	5 1/2" 23# 13CR-95 JFE Lion T&C Pup Joint X 02'			EA	A		1			0		
Benoit - Houma	Benoit	20202		Inside	5 1/2" 23# 13CR-95 JFE Lion T&C Pup Joint X 04'			EA	A		2			0		
Benoit - Houma	Benoit	20089		Inside	5 1/2" 23# 13CR-95 JFE Lion T&C Pup Joint X 04'			EA	B		1			0		
Benoit - Houma	Benoit	20003		Inside	5 1/2" 23# 13CR-95 JFE Lion T&C Pup Joint X 06'			EA	A		1			0		
Benoit - Houma	Benoit	20090		Inside	5 1/2" 23# 13CR-95 JFE Lion T&C Pup Joint X 06'			EA	B		1			0		
Benoit - Houma	Benoit	20027		Inside	5 1/2" 23# 13CR-95 JFE Lion T&C Pup Joint X 08'			EA	A		1			0		
Benoit - Houma	Benoit	20204		Inside	5 1/2" 23# 13CR-95 JFE Lion T&C Pup Joint X 08'			EA	A		2			0		
Benoit - Houma	Benoit	20091		Inside	5 1/2" 23# 13CR-95 JFE Lion T&C Pup Joint X 08'			EA	B		1			0		
Benoit - Houma	Benoit	20028		Inside	5 1/2" 23# 13CR-95 JFE Lion T&C Pup Joint X 10'			EA	A		2			0		
Benoit - Houma	Benoit	20088		Inside	5 1/2" 23# 13CR-95 JFE Lion T&C Pup Joint X 2' 6"			EA	B		1			0		
Benoit - Houma	Benoit	20201		Inside	5 1/2" 23# 13CR-95 JFE Lion T&C Pup Joint X 2'6"			EA	A		2			0		
Benoit - Houma	Benoit	3149		Inside	2 7/8" 7.90# L-80 BTS-8 Box / W/LEG			EA	A		1			0		
Benoit - Houma	Benoit	13354		Inside	2 7/8" 6.50# 9CR-80 BTS-8 S/C BCH Combo Nipple (2.188" P.B.)			EA	A		1			0		
Benoit - Houma	Benoit	12009		Inside	2 3/8" 4.70# 13CR-85 BTS-8 S/C Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	16560		Inside	2 3/8" 4.70# 13CR-85 BTS-8 S/C Pup Joint X 08'			EA	B		1			0		
Benoit - Houma	Benoit	6741		Inside	2 7/8" 6.50# 13CR-85 BTS-8 S/C Pup Joint X 02'			EA	A		1			0		
Benoit - Houma	Benoit	19730		Inside	2 7/8" 6.50# 13CR-85 BTS-8 S/C Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	7347		Inside	2 7/8" 6.50# 13CR-85 BTS-8 S/C Pup Joint X 04'			EA	A		2			0		
Benoit - Houma	Benoit	15024		Inside	2 7/8" 6.50# 13CR-85 BTS-8 S/C Pup Joint X 06'			EA	A		3			0		
Benoit - Houma	Benoit	15001		Inside	2 7/8" 6.50# 13CR-85 BTS-8 S/C Pup Joint X 14'			EA	B		1			0		
Benoit - Houma	Benoit	17714		Inside	2 7/8" 6.50# 13CR-95 BTS-8 S/C Pup Joint X 04'			EA	B		1			0		
Benoit - Houma	Benoit	15556		Inside	2 7/8" 6.50# 13CR-95 BTS-8 S/C Pup Joint X 08'			EA	A		1			0		
Benoit - Houma	Benoit	18683		Inside	2 7/8" 6.50# Hyper 13CR-110 BTS-8 S/C Pup Joint X 02'			EA	A		2			0		
Benoit - Houma	Benoit	18684		Inside	2 7/8" 6.50# Hyper 13CR-110 BTS-8 S/C Pup Joint X 04'			EA	A		2			0		
Benoit - Houma	Benoit	18685		Inside	2 7/8" 6.50# Hyper 13CR-110 BTS-8 S/C Pup Joint X 06'			EA	A		1			0		
Benoit - Houma	Benoit	18686		Inside	2 7/8" 6.50# Hyper 13CR-110 BTS-8 S/C Pup Joint X 08'			EA	A		1			0		
Benoit - Houma	Benoit	6441		Inside	2 7/8" 6.50# L-80 BTS-8 S/C Pup Joint X 02'			EA	B		1			0		
Benoit - Houma	Benoit	7315		Inside	2 7/8" 6.50# L-80 BTS-8 S/C Pup Joint X 04'			EA	B		1			0		
Benoit - Houma	Benoit	7316		Inside	2 7/8" 6.50# L-80 BTS-8 S/C Pup Joint X 06'			EA	A		4			0		
Benoit - Houma	Benoit	12259		Inside	2 7/8" 6.50# P-110 BTS-8 S/C Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	12260		Inside	2 7/8" 6.50# P-110 BTS-8 S/C Pup Joint X 08'			EA	A		1			0		
Benoit - Houma	Benoit	14674		Inside	2 7/8" 6.50#13CR-85 BTS-8 S/C Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	10795		Inside	2 7/8" 7.90# 13CR-95 BTS-6 S/C Pup Joint X 02'			EA	A		1			0		
Benoit - Houma	Benoit	10800		Inside	2 7/8" 7.90# 13CR-95 BTS-6 S/C Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	10756		Inside	3 1/2" 9.30# 13CR-85 BTS-8 S/C Pup Joint X 04'			EA	A		2			0		
Benoit - Houma	Benoit	13791		Outside	2 7/8" 6.50# 13CR-85 BTS-8 S/C Tubing X 31'			EA	A		2			0		
Benoit - Houma	Benoit	18663		Outside	2 7/8" 6.50# L-80 BTS-8 S/C Production Tubing X 31'			EA	B		2			0		
Benoit - Houma	Benoit	19489		Inside	2 7/8" 6.50# L-80 BTS-8 S/C Production Tubing X 31'			EA	B		1			0		
Benoit - Houma	Benoit	16632		Inside	2 7/8" 6.50# 13CR-85 BTS-8 S/C Box / Pin Sub X 12"			EA	A		1			0		
Benoit - Houma	Benoit	8047		Inside	2 7/8" 6.50# 13CR-85 BTS-8 S/C Box / Pin Tubing Sub X 12"			EA	A		2			0		
Benoit - Houma	Benoit	12258		Inside	2 7/8" 6.50# P-110 BTS-8 S/C Box / Pin Sub X 12"			EA	A		1			0		
Benoit - Houma	Benoit	16870		Inside	2.313" Flo-Thru Selective, Two-way Shifting Tool, w/perforated Top Sub and full flow btm. Sub			EA			1			0		
Benoit - Houma	Benoit	18255		Inside	3 1/2" 9.30# 13CR-110 BTS-8 Standard Sliding Sleeve (3.950"O.D. X 2.813"P.B.)			EA	B		1			0		
Benoit - Houma	Benoit	16433		Inside	2 3/8" 4.70# 13CR-95 BTS-8 Selective Sliding Sleeve Assembly X 08' (1.875"P.B.											
Benoit - Houma	Benoit	19837		Inside	2.770" O.D. BSSD BTS-8 Selective) w/ 4" P/I on Top			EA	B		1			0		
Benoit - Houma	Benoit	16120		Inside	Spool of Control Line			EA	A		1			0		
Benoit - Houma	Benoit	8765		Inside	2 3/8" 4.70# BTS-8 PVC Drift X 01' (1.901" O.D.)			EA	A		1			0		
Benoit - Houma	Benoit	10720		Inside	2 3/8" 4.70# BTS-8 PVC Drift X 01' (1.901" O.D.)			EA	A		1			0		
Benoit - Houma	Benoit	8697		Inside	3 1/2" 12.95# BTS-6 Teflon Drift (2.625" O.D.)			EA	A		1			0		
Benoit - Houma	Benoit	8650		Inside	3 1/2" 9.30# BTS-8 PVC Drift (2.867" O.D.)			EA	A		1			0		
Benoit - Houma	Benoit			Inside	3 1/2" 9.30# BTS-8 PVC Drift X 01' (2.867" O.D.)			EA	A		1			0		
Benoit - Houma	Benoit	20280		Inside	5 1/2" 23# P-110 JFE Lion Test Cap w/ 9/16" HP Autoclave (Soft Seal O-Ring )			EA	B		1			0		
Benoit - Houma	Benoit	20281		Inside	5 1/2" 23# P-110 JFE Lion Test Plug w/ 9/16" HP Autoclave (Soft Seal O-Ring )			EA	B		1			0		
Benoit - Houma	Benoit	9314		Outside	2 3/8" 4.60# 13CR-85 STL Tubing 31'			EA	U		2			0		
Benoit - Houma	Benoit	15397		Outside	2 3/8" 4.60# 13CR-95 STL Production Tubing X 31'			EA	A		1			0		
Benoit - Houma	Benoit	15131		Outside	2 3/8" 4.70# 13CR-95 BTS-8 Production Tubing X 31'			EA	B		1			0		
Benoit - Houma	Benoit	20278		Inside	2 7/8" 6.40# Hyper 13CR-110 Vam FJL Production Tubing X 30'			EA	A		16			0		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Benoit - Houma	Benoit	20263		Outside	2 7/8" 6.40# Hyper 13CR-110 Vam FJL Tubing X 30'			EA	A		10			0		
Benoit - Houma	Benoit	18894		Outside	2 7/8" 6.50# 13CR-85 B7S-8 Production Tubing X 31'			EA	B		3			0		
Benoit - Houma	Benoit	13112		Outside	2 7/8" 6.50# 13CR-95 B7S-8 Production Tubing X 31'			EA	B		1			0		
Benoit - Houma	Benoit	15555		Outside	2 7/8" 7.66# Hyper 13CR-110 HDL Production Tubing X 31'			EA	A		8			0		
Benoit - Houma	Benoit	16462		Outside	2 7/8" 7.66# Hyper 13CR-110 HDL Tubing X 31'			EA	B		5			0		
Benoit - Houma	Benoit	15399		Outside	2 7/8" 7.66# Hyper 13CR-110 STL Production Tubing X 31'			EA	A		1			0		
Benoit - Houma	Benoit	13871		Outside	2 7/8" 7.66# Hyper 13CR-110 STL Production Tubing X 31'			EA	U		2			0		
Benoit - Houma	Benoit	20512		Outside	3 1/2" 9.30# 13CR-110 B7S-8 Tubing X 31'			EA	A		1			0		
Benoit - Houma	Benoit	16478		Inside	3 1/2" 10.20# 13CR-95 JFE Bear Couplings (Not supplied by Benoit)			EA	U		2			0		
Benoit - Houma	Benoit	15884		Inside	3 1/2" 10.20# G3-125 Vam Top Coupling			EA	U		3			0		
Benoit - Houma	Benoit	20083		Inside	4 1/2" 15.20# 13CR-110 HYP 1 JFE Lion Coupling			EA	A		4			0		
Benoit - Houma	Benoit	20061		Inside	4 1/2" 15.20# 13CR-110 HYP 1 JFE Lion Tubing Coupling			EA	A		1			0		
Benoit - Houma	Benoit	20082		Inside	4 1/2" 15.20# 13CR-110 HYP 2 JFE Lion Coupling			EA	A		1			0		
Benoit - Houma	Benoit	19993		Inside	4 1/2" 15.20# Hyper 13CR-110 JFE Lion Coupling			EA	A		2			0		
Benoit - Houma	Benoit	20063		Inside	5 1/2" 23# 13CR-95 JFE Lion Tubing Coupling			EA	A		5			0		
Benoit - Houma	Benoit	20086		Inside	5 1/2" 23.# 13CR-95 JFE Lion Coupling			EA	A		2			0		
Benoit - Houma	Benoit	11155		Inside	2 3/8" 4.43# 13CR85 Echo F4 Box / Pin Sub X 12"			EA	A		1			0		
Benoit - Houma	Benoit	15984		Inside	2 3/8" 4.70# 13CR-85 B7S-8 Box / Pin Tubing Sub X 06"			EA	A		3			0		
Benoit - Houma	Benoit	15986		Inside	2 3/8" 4.70# 13CR-85 B7S-8 Box / Pin Tubing Sub X 12"			EA	A		1			0		
Benoit - Houma	Benoit	11316		Inside	2 3/8" 4.70# 13CR-85 B7S-8 Box / Pin Tubing Sub X 12"			EA	A		1			0		
Benoit - Houma	Benoit	14688		Inside	2 3/8" 4.70# 13CR-95 B7S-8 Box / Pin Sub X 06"			EA	A		1			0		
Benoit - Houma	Benoit	12125		Inside	2 3/8" 4.70# L-80 B7S-8 Box / Pin Sub X 12"			EA	A		2			0		
Benoit - Houma	Benoit	9172		Inside	2 7/8" 6.50# 13CR-85 B7S-8 Box / Pin Sub X 06"			EA	A		1			0		
Benoit - Houma	Benoit	8514		Inside	2 7/8" 6.50# 13CR-85 B7S-8 Pin / Pin Tubing Sub X 12"			EA	B		1			0		
Benoit - Houma	Benoit	10707		Inside	2 7/8" 6.50# 13CR-95 B7S-8 Box / Pin Sub X 06"			EA	A		3			0		
Benoit - Houma	Benoit	10116		Inside	2 7/8" 6.50# 13CR-95 B7S-8 Box / Pin Sub X 12"			EA	A		3			0		
Benoit - Houma	Benoit	12255		Inside	2 7/8" 6.50# L-80 B7S-8 Box / Pin Tubing Sub X 12"			EA	A		1			0		
Benoit - Houma	Benoit	16162		Inside	2 7/8" 7.90# 13CR-95 B7S-6 Box / WLEG			EA	A		1			0		
Benoit - Houma	Benoit	11365		Inside	2 3/8" 4.70# Hyper 13CR110 B7S-8 Pin / 2 7/8" 6.50# 13CR85 B7S-8 Box Crossover Assembly X 13' (6' P/J Top & Bottom)			EA	U		1			0		
Benoit - Houma	Benoit	20030		Outside	5 1/2" 23# 13CR-95 JFE Lion Box / 4 1/2" 15.20# JFE Lion Pin X-Over Assembly X 12' (10' Pup On Btm.)			EA	A		1			0		
Benoit - Houma	Benoit	13191		Inside	2 7/8" 6.40# 13CR-95 Fox-X Cplg. Box / 2 7/8" 6.50# B7S-8 Pin Upper X-Over Combo-Joint X12'			EA	A		1			0		
Benoit - Houma	Benoit	15259		Inside	3 1/2" 12.70# Hyper 13CR-110 Vam Top Box / 3 1/2" 12.95# B7S-6 Pin Lower X-Over BCSD Flo-Tool X 14' (8' prof B7S-6 PIN) Damage Box and tong marks			EA	B		1			0		
Benoit - Houma	Benoit	15258		Inside	3 1/2" 12.95# Hyper 13CR-110 B7S-6 Box / 3 1/2" 12.70# Vam Top Box Upper X-Over BCSD Flo-Tool X 14' (8' prof B7S-6 Box)			EA	B		1			0		
Core - Mobile	Core Labs	0440486		Core Base Yard (Mobile, AL)	STFL w/ multiquick connect removable stab plate M1 14 position 10 way 5x.05 female nvp couplers, 5x.5 female PRVC couplers			EA			1			0		
Core - Mobile	Core Labs	#R1301		Core Base Yard (Mobile, AL)	35' Reel Dynamic Flexible flowline - 5,600 ft.			EA			1			0		
Drilquip - Houston	Drilquip	2-401845-02	00139733-11	ELD Rack: A83	18-3/4" SEAL ASSEMBLY: TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13-3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H2S SERVICE		VIETNAM	EA			1			0		
Drilquip - Houston	Drilquip	2-405573-03	00222625-01	ELD Rack: NYD CC-6	22" X 16" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 22" O.D. X 1.250" WALL B.W.P. UP AND DOWN. PROFILE MIN. I.D. 18.375". 22.030" MAX O.D. STD. SERVICE. XXXX * 22" X 16" SUPPLEMENTAL ADAPTER JOINT FABRICATION CONSISTS OF: * PIPE: CUSTOMER SUPPLIED 22" X 1.000" X-80, 60 FT JOINT WITH 5-90M/MT BOX X PIN CONNECTORS FROM FRANKS CASING * 22" X 16" SUPPLEMENTAL ADAPTER: P/N 2-405573-03, CP10946-20, ITEM 27		MC 698 #1	EA		1			0			
Drilquip - Houston	Drilquip	2-404635-03	00242025-01	ELD Rack: NYD YR #4	22" X 16" BIG BORE II POSITIVE STOP CASING HANGER. 16" 97 LB/FT, HYDRIL 511 PIN DOWN PREP. FOR WEIGHT SET SEAL ASSEMBLY. 6,500 PSI RATED. MIN. I.D. 14.549". MAT'L CLASS: AA, PSL-3. XXXX * 16" CASING HANGER JOINT BUCK-UP CONSISTS OF: * PIPE: CUSTOMER SUPPLIED 16" 96 LB/FT Q-125 HYDRIL 511 BOX X PIN, 20 FT. LONG * 16" CASING HANGER: CP11153-01, P/N 2-404635-03, ITEM 18			EA		1			0			
Drilquip - Houston	Drilquip	2-411873-08	00253012-01	ELD Rack: A85	22" X 16" BIG BORE II SEAL ASSEMBLY, WEIGHT SET METAL-TO-METAL, 6,500 PSI RATED, WITH EXTERNAL LOCK RING, H2S SERVICE, NOBLE Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-405573-03	00243387-01	ELD Rack: NYD CC-6	22" X 16" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 22" O.D. X 1.250" WALL B.W.P. UP AND DOWN. PROFILE MIN. I.D. 18.375". 22.030" MAX O.D. STD. SERVICE. XXXX * 22" X 16" SUPPLEMENTAL ADAPTER JOINT FABRICATION CONSISTS OF: * PIPE: CUSTOMER SUPPLIED 22" O.D. X 1.250" WALL, API 5L GRADE X-80, DSAW, 41 FT LONG, WITH H-90M/MT BOX X PIN * 22" X 16" SUPPLEMENTAL ADAPTER: P/N 2-405573-03, CP11364-10, ITEM 55			EA		1			0			
Drilquip - Houston	Drilquip	2-403134-02	00242026-01	ELD Rack: A85	22" X 16" BIG BORE II SEAL ASSEMBLY, WEIGHT SET METAL-TO-METAL, 6,500 PSI RATED, H2S SERVICE 22" X 16" BIG BORE II POSITIVE STOP CASING HANGER. 16" 97 LB/FT, HYDRIL 511 PIN DOWN PREP. FOR WEIGHT SET SEAL ASSEMBLY. 6,500 PSI RATED. MIN. I.D. 14.549". MAT'L CLASS: AA, PSL-3.			EA			1			0		
Drilquip - Houston	Drilquip	2-404635-03	00190946-01	ELD Rack: F219	SHIPPING CENTRALIZER, 13-5/8" CASING AND 6-5/8" DRILL PIPE		KIT# 5	EA			1			0		
Drilquip - Houston	Drilquip	2-305269-02	00200701-01	HEMP Rack: LINER R36C	13-5/8" X 16" LS-15 TIEBACK SEAL NIPPLE MAJOR REDRESS KIT, INCLUDES V-PACKING, SPACER RINGS AND SNAP RINGS		GI 116-A-7	EA			1			0		
Drilquip - Houston	Drilquip	2-305315-02	00201338-01	HEMP Rack: LINER R36E			GI 116-A-7	EA			1			0		
Drilquip - Houston	Drilquip	2-304687-05	00203557-01	HEMP Rack: LINER LH FLOOR	*OBS* 13-5/8" LS-15 LANDING COLLAR: WITH 4.21" SEAL DIAMETER, 13-5/8" 88.2 LB/FT. GB CDE (GB TUBULARS CASING DRILLING ENHANCED) BOX X PIN, WITH CEMENTED REDUCED ALUMINUM INSERT, 125K YIELD MATERIAL BODY		GI 116-A-7	EA			1			0		
Drilquip - Houston	Drilquip	2-403663-02	00262483-01	ELD Rack: F222	18-3/4" X 14-1/2" WEAR SLEEVE, BIG BORE SYSTEM, "J" TYPE			GC 200	EA		1			0		
Drilquip - Houston	Drilquip	2-403663-02	00262484-01	ELD Rack: F197	18-3/4" X 14-1/2" WEAR SLEEVE, BIG BORE SYSTEM, "J" TYPE			MC 519 #3	EA		1			0		
Drilquip - Houston	Drilquip	2-403665-02	00262485-01	ELD Rack: F190	18-3/4" X 14-1/2" WEAR SLEEVE BIT SUB. 7-5/8" API REG. BOX UP X PIN DOWN.			MC 519 #3	EA		1			0		
Drilquip - Houston	Drilquip	2-403665-02	00262486-01	ELD Rack: F202	18-3/4" X 14-1/2" WEAR SLEEVE BIT SUB. 7-5/8" API REG. BOX UP X PIN DOWN.			MC 519 #3	EA		1			0		
Drilquip - Houston	Drilquip	2-403666-02	00262487-01	ELD Rack: F202	18-3/4" STABILIZER SUB FOR BIG BORE WEAR SLEEVES. 7-5/8" API REG. BOX UP X PIN DOWN.			MC 519 #3	EA		1			0		
Drilquip - Houston	Drilquip	2-403666-02	00262488-01	ELD Rack: F208	18-3/4" STABILIZER SUB FOR BIG BORE WEAR SLEEVES. 7-5/8" API REG. BOX UP X PIN DOWN.			GC 200	EA		1			0		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Drilquip - Houston	Drilquip	2-405222-02	00262489-01	ELD Rack: SVC F09G	18-3/4" SELECTABLE BORE PROTECTOR J-TYPE RUNNING AND RETRIEVING TOOL, TYPE SS-15, 6-5/8" API F.H. BOX UP WITH BORE BACK RELIEF BY PIN WITH RELIEF GROOVE, 9.980" MAX. O.D., EXTENDED WEAR AREA.		GC 40-1	EA			1			0		
Drilquip - Houston	Drilquip	2-405222-02	00262490-01	ELD Rack: D06G	18-3/4" SELECTABLE BORE PROTECTOR J-TYPE RUNNING AND RETRIEVING TOOL, TYPE SS-15, 6-5/8" API F.H. BOX UP WITH BORE BACK RELIEF BY PIN WITH RELIEF GROOVE, 9.980" MAX. O.D., EXTENDED WEAR AREA.		GC 200	EA			1			0		
Drilquip - Houston	Drilquip	2-403961-02	00262491-01	ELD Rack: F222	18-3/4" X 13-3/8" ADAPTER SLEEVE: TYPE SS-15, RUN WITH 6-5/8" TOOL JOINT BIT SUB AND 13-3/8" WEAR BUSHING, 7" LUG STYLE, FOR USE WITH BIG BORE OR STANDARD BORE WELLHEAD SYSTEMS		GC 200	EA			1			0		
Drilquip - Houston	Drilquip	2-403961-02	00262492-01	ELD Rack: F221	18-3/4" X 13-3/8" ADAPTER SLEEVE: TYPE SS-15, RUN WITH 6-5/8" TOOL JOINT BIT SUB AND 13-3/8" WEAR BUSHING, 7" LUG STYLE, FOR USE WITH BIG BORE OR STANDARD BORE WELLHEAD SYSTEMS		GC 40-1	EA			1			0		
Drilquip - Houston	Drilquip	2-403697-05	00258501-01	ELD Rack: NYD A-12	22" X 18" BIG BORE II POSITIVE STOP CASING HANGER: MIN. I.D. 16.553", 18" 94 LB/FT. HYDRIL 521 PIN THREAD DOWN, PREP. FOR WEIGHT SET RESILIEN SEAL ASSEMBLY, 5,000 PSI RATED, PSL-3, STANDARD SERVICE.. XXXX * 18" CASING HANGER JOINT BUCK-UP CONSISTS OF: * PIPE: CUSTOMER SUPPLIED 17-7/8" 93.5 LB/FT P110 HYDRIL 521 BOX X PIN, 20 FT. LONG		MC 339 #1	EA			1			0		
Drilquip - Houston	Drilquip	2-403134-02	00109398-15	ELD Rack: A84	22" X 16" BIG BORE II SEAL ASSEMBLY, WEIGHT SET METAL-TO-METAL, 6,500 PSI RATED, H2S SERVICE		BBII WELLHEAD SYSTEMS	EA			1			0		
Drilquip - Houston	Drilquip	2-403134-02	00109398-16	ELD Rack: A85	22" X 16" BIG BORE II SEAL ASSEMBLY, WEIGHT SET METAL-TO-METAL, 6,500 PSI RATED, H2S SERVICE		BBII WELLHEAD SYSTEMS	EA			1			0		
Drilquip - Houston	Drilquip	2-403357-14	00240267-01	ELD Rack: NYD A-12	18.75" X 13.62" CASING HANGER, TYPE SS-15, 13-5/8" VAM TOP (88.2 LB/FT) BOX DOWN, API 17D, V, AA, PSL-3, RATED FOR HIGH TEMPERATURE/HIGH LOAD, 12.375 MIN. I.D., FOR USE WITH BIG BORE II WELLHEAD ASSEMBLY, NOBLE QUALITY PLAN Q504.01 XXXX * 14" CASING HANGER JOINT BUCK-UP CONSISTS OF: * PIPE: NOBLE CUSTOMER SUPPLIED 13-5/8" 88.2 LB/FT VAM TOP PIN X 14" 114# HYD BLUE PIN APPROX. 10 FT. * 14" CASING HANGER: P/N 2-403357-14, CP11970-16		NICARAGUA - PS1	EA			1			0		
Drilquip - Houston	Drilquip	2-413137-02	00258492-01	ELD Rack: NYD CC-6	36" X 28" POSITIVE STOP CASING HANGER, 28" O.D. X .750" WALL BUTTWELD PREP., MAX. O.D. 30.510", MIN. I.D. 26.50", WITHOUT FLOWBY, WITH SPLIT LOCKDOWN RING, LIP SEAL AND O-RING, MONOGRAM PER API 17D, NOBLE QUALITY PLAN Q504.01 XXXX * 28" CASING HANGER JOINT FABRICATION CONSISTS OF: * PIPE: CUSTOMER SUPPLIED 28" O.D. X .750" WALL, X-56, 40 FT. LONG, WITH PLAIN END X 5-60D/MT PIN * 28" CASING HANGER: P/N 2-413137-02, CP12179-04, ITEM 13		MC 339 #1	EA			1			0		
Drilquip - Houston	Drilquip	2-305854-02	00231477-02	HEMP Rack: LINER CANT 2C	11-7/8" LS-15 QUIK-DRILL LANDING COLLAR, CEMENT FILLED WITH MODIFIED ID PROFILE AND REDUCED ALUMINUM INSERT TO ACCEPT LINER WIPER PLUG WITH 4.21" SEAL DIAMETER, 11-7/8" 71.8 LB./FT. HYDRIL 523 BOX X PIN, HCQ-125, STANDARD SERVICE		MP 295 #1	EA			1			0		
Drilquip - Houston	Drilquip	2-304330-21	00232484-01	HEMP Rack: LINER FLOOR	LS-15 PUMP DOWN PLUG: 2.34" DIAMETER SEAL NOSE WITH 5.5" X 4.5" X 5.5" DIAMETER WIPERS, 17.06" LONG. FOR LARGE RUNNING TOOL, COMPATIBLE WITH REDUCED ALUMINUM 9-7/8" THRU 13-5/8" LINER WIPER PLUGS (2-3046850, 2-304795 AND 2-304797) AND 9-7/8" DUAL LINER WIPER PLUG (2-304229), NOTE ONE SPACER EACH IS PLACED BETWEEN WIPERS		MP 295 #1	EA			1			0		
Drilquip - Houston	Drilquip	917363-24	N/A	HEMP Rack: LINER K4C	2.75" DIAMETER CHROME BALL		MP 295 #1	EA			1			0		
Drilquip - Houston	Drilquip	2-304228-07	00234525-01	HEMP Rack: LINER R36D	9-7/8" LS-15 LANDING COLLAR: FOR 9-5/8", 9-3/4", OR 9-7/8" DUAL LINER WIPER PLUG, LOWER SEAL BORE I.D. 4.210", UPPER SEAL BORE I.D. 6.790", BODY I.D. 8.525", 9-7/8" 62 LB./FT. HYDRIL 513 BOX X PIN, Q-125, STANDARD SERVICE		MP 295 #1	EA			1			0		
Drilquip - Houston	Drilquip	2-304229-03	00233379-01	HEMP Rack: LINER PUMP CAGE	9-5/8"/9-7/8" LS-15 DUAL LINER WIPER PLUG: FOR 9-5/8" 36-61 LB./FT., 9-3/4" 59.2 LB./FT., OR 9-7/8" 62.8-65.1 CASING, WITH SECONDARY RELEASE MECHANISM FOR LEAD AND FOLLOW PLUGS. USE WITH 2.130" O.D. LEAD AND 2.340" O.D. FOLLOW PUMP DOWN PLUG SEAL SUBS.		MP 295 #1	EA			1			0		
Drilquip - Houston	Drilquip	2-304228-07	00234530-01	HEMP Rack: FLOOR	9-7/8" LS-15 LANDING COLLAR: FOR 9-5/8", 9-3/4", OR 9-7/8" DUAL LINER WIPER PLUG, LOWER SEAL BORE I.D. 4.210", UPPER SEAL BORE I.D. 6.790", BODY I.D. 8.525", 9-7/8" 62 LB./FT. HYDRIL 513 BOX X PIN, Q-125, STANDARD SERVICE		MP 295 #1	EA			1			0		
Drilquip - Houston	Drilquip	2-404635-10	00253010-01	ELD Rack: NYD YR #3	22" X 16" POSITIVE STOP CASING HANGER, TYPE SS-10/15, 16" HYDRIL 513 (109 LB/FT) PIN DOWN, V, AA, PSL-3, MIN. I.D., 14.549", FOR USE WITH BIG BORE II WELLHEAD SYSTEM, FOR WEIGHT SET SEAL ASSEMBLY, NOBLE QUALITY PLAN Q504.01 XXXX * 16" CASING HANGER JOINT BUCK-UP CONSISTS OF: * PIPE: CUSTOMER SUPPLIED 16" 109 LB/FT, P-110 IC, HYDRIL 513 BOX X PIN, 20 FT. LONG		MC 479 #1	EA			1			0		
Drilquip - Houston	Drilquip	2-404635-01	00238983-01	ELD Rack: F185	* 16" CASING HANGER: CP12439-02, P/N 2-404635-10, ITEMS 77		NICARAGUA - PS1	EA			1			0		
Drilquip - Houston	Drilquip	2-305736-02	00235699-01	HEMP Rack: LINER	22" X 16" BIG BORE II POSITIVE STOP CASING HANGER: TYPE SS-10/15, 16" BLANK PIN DOWN. PREP. FOR WEIGHT SET SEAL ASSEMBLY. 6,500 PSI RATED. MIN. I.D. 14.549", TEMP V, MAT'L AA, PSL-3		MP 295 #1	EA			1			0		
Drilquip - Houston	Drilquip	2-401845-02	00258512-01	ELD Rack: A84	REDRESS KIT, FOR 7" X 9-7/8" TIEBACK SEAL NIPPLE (P/N 2-305735-02), MODEL LS15, WITH 8.00 OD HNBR V-PKING. INCLUDES SPACER RINGS AND RETAINER RINGS.		MC 339 #1	EA			1			0		
Drilquip - Houston	Drilquip	2-402060-02	00239704-01	ELD Rack: A81	18-3/4" SEAL ASSEMBLY: TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13-3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H2S SERVICE			EA			1			0		
Drilquip - Houston	Drilquip	2-402060-02	00236967-03	ELD Rack: A81	18-3/4" EMERGENCY SEAL ASSEMBLY, TYPE SS-15 SYSTEM, H2S SERVICE, INCLUDES OUTER LOCK RING.			EA			1			0		
Drilquip - Houston	Drilquip	2-413140-02	00240513-01	ELD Rack: F188	22" X 16" BIG BORE II POSITIVE STOP CASING HANGER: TYPE SS-10/15, 16" PIN DOWN PREP. FOR WEIGHT SET SEAL ASSEMBLY. 6,500 PSI RATED. MIN. I.D. 14.549". MAT'L CLASS: AA, PSL-3. NOBLE QUALITY PLAN Q504.01		GOM STOCK	EA			1			0		
Drilquip - Houston	Drilquip	2-408785-03	00236564-01	ELD Rack: A84	22" X 16" BIG BORE II SEAL ASSEMBLY, WEIGHT SET METAL-TO-METAL, 6,500 PSI RATED, H2S SERVICE NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	917363-24	N/A	HEMP Rack: LINER K4C	2.75" DIAMETER CHROME BALL		MP 295 #1	EA			1			0		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Drillquip - Houston	Drillquip	2-404191-12	00260141-01	ELD Rack: NYD CC-6	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER, 22" O.D. X 1.000" WALL BUTTWELD PREP. UP X 22.13" O.D. X .750" WALL BUTTWELD PREP. DOWN, MIN. I.D. 18.250", STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01 XXXX * 22" X 18" BIG BORE II CASING HANGER ADAPTER JOINT FABRICATION: * PIPE: CUSTOMER SUPPLIED, 22" O.D. X 1.000" WALL, API 5L GRADE X-80, D.S.A.W., RANGE III WITH S90M/MT BOX X PIN * 22" SUPPLEMENTAL ADAPTER: P/N 2-404191-12, CP12555-60, FROM ITEM 27 * TRANSITION SWEDGE: P/N 2-404391-07, CP12555-63, FROM ITEM 28		GC 40-2	EA			1			0		
Drillquip - Houston	Drillquip	2-406862-03	00258494-01	ELD Rack: NYD CC-6	18-3/4" RIGID LOCKDOWN BIG BORE II WELLHEAD HOUSING, TYPE SS-15, UPPER PREP. FOR CAM ACTUATED RUNNING TOOL. WELLHEAD PROFILE COMPATABLE WITH HD-H4 CONNECTOR, WITH INCONEL "VX/VT" GASKET PREP. UP, 22" O.D. X 1.25" WALL B.W.P., 18.510" MIN ID, API 170, V, DD, PSL-3, H2S SERVICE. SOLID BENDING REACTION RING, EXTRA LOCK-DOWN GROOVES, OVERPULL SPLIT RING XXXX * 18-3/4" HOUSING JOINT FABRICATION CONSISTS OF: * PIPE: CUSTOMER SUPPLIED, 22" O.D. X 1.250" WALL, API 5L GRADE X-80, D.S.A.W., WITH H-900M/MT PIN BY PLAIN END BEVEL * 18-3/4" WELLHEAD HOUSING: P/N 2-406862-03, CP12564-01, ITEM 91		MC 339 #1	EA			1		0			
Drillquip - Houston	Drillquip	2-405573-04	00225597-01	ELD Rack: L88	22" X 16" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 22" O.D. X 1.250" WALL B.W.P. UP AND DOWN. PROFILE MIN. I.D. 18.375". 22.030" MAX O.D. STD. SERVICE. NOBLE QUALITY PLAN Q504.01		GOM STOCK	EA			1		0			
Drillquip - Houston	Drillquip	2-304331-12	00242625-01	HEMP Rack: LINER FLOOR	LS-15 PUMP DOWN PLUG: 2.130" DIAMETER, FOR 5.50" DIA. X 4.50" DIA. X 5.50" DIA. X 17.50" LONG, FOR LARGE RUNNING TOOL, COMPATIBLE WITH LEAD LINER WIPER PLUGS FOR 9-7/8" DUAL LINER WIPER PLUG SYSTEM 7" X 9-7/8" TIEBACK SEAL-NIPPLE, MODEL LS15, FOR 15 FT. LONG SEAL BORE. 7.00" 42.7185/FT. VAM SLII-II BOX UP WITH 8.25" OD LOCATOR COLLAR X HALF MULE SHOE DOWN. SEALS INSIDE 8.000" I.D. PBR, 4 SETS HNBR V-PKG, 5.730 MIN. ID, Q-125 SERVICE		MP 295 #1	EA			1		0			
Drillquip - Houston	Drillquip	2-305735-02	00240258-01	HEMP Rack: LINER CANT 2C			MP 295 #1	EA			1		0			
Drillquip - Houston	Drillquip	2-415025-03	00253615-01	ELD Rack: NYD CC-6	22" X 16" ADAPTER HOUSING, 22" X 1.250" WALL BUTTWELD PREP DOWN X 22" X 1.250" WALL BUTTWELD PREP UP, V, AA, PSL-3, WITH 18.375" MIN. I.D. FO 16" "NO-GO" STYLE SUPPLEMENTAL HANGER (WEIGHT SET), MONOGRAM PER API 170, BIG BORE II, WITH O.D. LOCK RING PROFILE, NOBLE QUALITY PLAN Q504.01 XXXX * 22" X 16" BIG BORE II CASING HANGER ADAPTER JOINT FABRICATION CONSISTS OF: * PIPE: CUSTOMER SUPPLIED 22" O.D. X 1.250" WALL, API 5L GRADE X-80, D.S.A.W., RANGE III, WITH H-900M/MT PIN BY H-90M/MT BOX * 22" SUPPLEMENTAL ADAPTER: P/N 2-415025-03, CP12575-03, ITEM 73		MC 479 #1	EA			1		0			
Drillquip - Houston	Drillquip	2-901022-04	N/A	ELD Rack: F216	GASKET, "VX-2" W/HYCAR SEAL RING, 18-3/4"-10,000 PSI WP, 316 SS, VETCO P/N 111227-1		NICARAGUA - PS1	EA			1		0			
Drillquip - Houston	Drillquip	2-901022-04	N/A	ELD Rack: F216	GASKET, "VX-2" W/HYCAR SEAL RING, 18-3/4"-10,000 PSI WP, 316 SS, VETCO P/N 111227-1		NICARAGUA - PS1	EA			1		0			
Drillquip - Houston	Drillquip	2-304441-03	00163826-01	HEMP Rack: LINER PUMP CAGE	LS-15 LINER WIPER PLUG: 11-3/4" 54-83 LB./FT, 11-7/8" 71.8 LB./FT WITH EMERGENCY RELEASE SET AT 4,000 PSI, HSN MATERIAL.		MP 295 #1	EA			1		0			
Drillquip - Houston	Drillquip	917363-24	N/A	HEMP Rack: LINER K4C	2.75" DIAMETER CHROME BALL		MP 295 #1	EA			1		0			
Drillquip - Houston	Drillquip	2-304330-21	00243184-01	HEMP Rack: LINER K1C	LS-15 PUMP DOWN PLUG: 2.34" DIAMETER SEAL NOSE WITH 5.5" X 4.5" X 5.5" DIAMETER WIPERS, 17.06" LONG. FOR LARGE RUNNING TOOL, COMPATIBLE WITH REDUCED ALUMINUM 9-7/8" THRU 13-5/8" LINER WIPER PLUGS (2-3046850, 2-304795 AND 2-304797) AND 9-7/8" DUAL LINER WIPER PLUG (2-304229), NOTE ONE SPACER EACH IS PLACED BETWEEN WIPERS		MP 295 #1	EA			1		0			
Drillquip - Houston	Drillquip	2-404254-05	00262496-01	ELD Rack: A80	18-3/4" SEAL ASSEMBLY: TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13-3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H2S SERVICE PER NOBLE QP Q504.01		GC 200	EA			1		0			
Drillquip - Houston	Drillquip	2-304998-04	00243829-01	HEMP Rack: LINER CANT 2C	LINER HANGER PACKER, 11-7/8" 88# X 13-3/8" 68#-72# OR 13-5/8" 88.2# OR 14" 115#, MODEL LS15, 11-7/8" 71.8# HYDRIL 523 BOX DOWN, W/15 FT. TBR, Q-125 SERVICE HIGH PRESSURE, BODY IS 135 KSI AND CONE IS 150 KSI YIELD, MAXIMUM CASING I.D. TO SET HANGER 12.570"		MP 295 #1	EA			1		0			
Drillquip - Houston	Drillquip	2-404172-09	00258483-01	ELD Rack: RISER N-13	36" WELLHEAD HOUSING RIGID LOCKDOWN/ANNULUS SHUT-OFF, TYPE SS-15: 36" O.D. X 2.000" WALL B.W.P. I.D. PREP. FOR CAM ACTUATED RUNNING TOOL. HYDRATE DIVERSION SEAL. MIN. I.D. 30.617". MATERIAL CLASS AA, TEMP. V, PSL-3, API-17D. PROFILE FOR OVERPULL SPLIT RING. PER NOBLE QP Q504.01 XXXX * 36" WELLHEAD HOUSING JOINT FABRICATION CONSISTS OF: * PIPE: CUSTOMER SUPPLIED, QTY 1, 36" O.D. X 2.000" WALL API 5L GRADE X-70M, D.S.A.W., 60 FT LONG, WITH HC-1000/MT PIN X PLAIN END * 36" WELLHEAD HOUSING: CP12635-01, P/N 2-404172-09, ITEM 80 * 36" X 28" ADAPTER WITH ANNULUS OUTLET PORTS: CP12682-04, P/N 2-413195-02, ITEM 81 * 50 TON LIFT EYES: QTY. 2, CP 13122-01, P/N 2-304782-02, ITEM 82 * SLOPE INDICATOR MOUNTING BRACKET TO BE INSTALLED: QTY. 1: CP12723-03, P/N 2-413828-02, ITEM 83 * SLOPE INDICATOR MOUNTING BRACKET TO BE INSTALLED: QTY. 1: CP12723-11, P/N 2-411654-02, ITEM 84 * WELD ON FLANGE FOR SLOPE MOUNTING BRACKET: QTY. 2, CP12433-01 & CP12433-02, P/N 2-401350-02, ITEMS 85 & 86		MC 339 #1	EA			1		0			
Drillquip - Houston	Drillquip	2-402060-02	00245291-09	ELD Rack: A79	18-3/4" EMERGENCY SEAL ASSEMBLY, TYPE SS-15 SYSTEM, H2S SERVICE, INCLUDES OUTER LOCK RING.		MC 519 #3	EA			1		0			
Drillquip - Houston	Drillquip	2-402060-02	00245291-10	ELD Rack: A80	18-3/4" EMERGENCY SEAL ASSEMBLY, TYPE SS-15 SYSTEM, H2S SERVICE, INCLUDES OUTER LOCK RING.		GC 200	EA			1		0			
Drillquip - Houston	Drillquip	2-305593-03	00244075-01	HEMP Rack: LINER CANT 2C	9.63" X 11.75" LS-15 LINER HANGER PACKER WITH LS-15 SEAL, C-RING SLIP, 15 FT. 135,000 YIELD TIE-BACK RECEPTACLE, AND WITH HOLD DOWN SLIP. COMPATIBLE WITH 9-5/8" 53.5 LB/FT OR 9-7/8" 62.8 LB/FT X 11-3/4" 60-65 LB/FT OR 11-7/8" 71.8 LB/FT, MIN. I.D. 8.553". 9-7/8" 62.8 LB/FT HYDRIL 523 BOX DOWN, Q-125, STANDARD SERVICE. XXXX * 9-7/8" X 11-7/8" LINER HANGER MAKE-UP CONSISTS OF: * 9-7/8" X 11-7/8" LINER HANGER: ITEM 1		MP 295 #1	EA			1		0			

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Drilquip - Houston	Drilquip	2-305220-07	00235308-01	HEMP Rack: LINER	7" LS-15 LANDING COLLAR: FOR 7" DUAL PLUG, LOWER SEAL BORE I.D. 3.010", UPPER SEAL BORE I.D. 5.210" MIN., WITH 7" 42.7 LB/FT. VAM SLU-II BOX X PIN, Q-125 SERVICE,		MP 295 #1	EA			1			0		
Drilquip - Houston	Drilquip	2-408455-05	00253008-01	ELD Rack: A87	22" X 18" BIG BORE II SEAL ASSEMBLY: TYPE SS-10/15/20, WEIGHT SET RESILIENT SEAL, PSL-2, STANDARD SERVICE, RATED 5,000 PSI, NOBLE QUALITY PLAN, Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-413137-02	00260138-01	ELD Rack: RISER S-14	36" X 28" POSITIVE STOP CASING HANGER, 28" O.D. X .750" WALL BUTTWELD PREP., MAX. O.D. 30.510", MIN. I.D. 26.50", WITHOUT FLOWBY, WITH SPLIT LOCKDOWN RING, LIP SEAL AND O-RING, MONOGRAM PER API 17D, NOBLE QUALITY PLAN Q504.01 XXXX * 36" X 28" POSITIVE STOP CASING HANGER JOINT FABRICATION CONSISTS OF: * PIPE: CUSTOMER SUPPLIED, 28" O.D. X .750" WALL, X-60, RANGE 3, WITH PLAIN END X S-60D/MT PIN * PIPE: CUSTOMER SUPPLIED, 28" O.D. X .750" WALL, X-56, RANGE 3, PEB X PEB * 28" CASING HANGER: P/N 2-413137-02, CP12684-02, ITEM 21		GC 40-2	EA		1			0			
Drilquip - Houston	Drilquip	2-413137-02	00246228-04	ELD Rack: RISER N-13	36" X 28" POSITIVE STOP CASING HANGER, 28" O.D. X .750" WALL BUTTWELD PREP., MAX. O.D. 30.510", MIN. I.D. 26.50", WITHOUT FLOWBY, WITH SPLIT LOCKDOWN RING, LIP SEAL AND O-RING, MONOGRAM PER API 17D, NOBLE QUALITY PLAN Q504.01 XXXX * 36" X 28" POSITIVE STOP CASING HANGER FABRICATION CONSISTS OF: * PIPE: CUSTOMER SUPPLIED, 28" O.D. X .750" WALL, X-60, RANGE III, PEB X PEB * PIPE: CUSTOMER SUPPLIED, 28" O.D. X .750" WALL, X-60, RANGE III, PEB X S-60D/MT PIN * 28" CASING HANGER: P/N 2-413137-02, CP12684-04, ITEMS 16.		BBII WELLHEAD SYSTEMS	EA		1			0			
Drilquip - Houston	Drilquip	2-306141-02	00243399-01	HEMP Rack: LINER PUMP CAGE	11-3/4" LS-15 LANDING COLLAR, REDUCED ALUMINUM INSERT TO ACCEPT LINER WIPER PLUG WITH 4.21" SEAL DIAMETER, 11-3/4" 65# VAM SLU-II BOX X PIN, P-110, STANDARD SERVICE		MP 295 #1	EA			1			0		
Drilquip - Houston	Drilquip	2-901022-02	N/A	ELD Rack: F189	18-3/4" VX-2/VT-2 RING GASKET: 15,000 PSI W.P., STAINLESS STEEL		NICARAGUA - PS1	EA			1			0		
Drilquip - Houston	Drilquip	2-901022-02	N/A	ELD Rack: F189	18-3/4" VX-2/VT-2 RING GASKET: 15,000 PSI W.P., STAINLESS STEEL		NICARAGUA - PS1	EA			1			0		
Drilquip - Houston	Drilquip	2-414840-02	N/A	ELD Rack: F56	4" BALL VALVE ASSEMBLY WITH 4" BALL VALVE, 4" NIPPLE AND COUPLING		MC 519 #3	EA			1			0		
Drilquip - Houston	Drilquip	2-414840-02	N/A	ELD Rack: F49	4" BALL VALVE ASSEMBLY WITH 4" BALL VALVE, 4" NIPPLE AND COUPLING		MC 519 #3	EA			1			0		
Drilquip - Houston	Drilquip	2-414840-02	N/A	ELD Rack: F56	4" BALL VALVE ASSEMBLY WITH 4" BALL VALVE, 4" NIPPLE AND COUPLING		MC 519 #3	EA			1			0		
Drilquip - Houston	Drilquip	2-414840-02	N/A	ELD Rack: F49	4" BALL VALVE ASSEMBLY WITH 4" BALL VALVE, 4" NIPPLE AND COUPLING		MC 519 #3	EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: SVC	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)		BBII WELLHEAD SYSTEMS	EA			1			0		
Drilquip - Houston	Drilquip	2-414840-02	N/A	ELD Rack: F49	4" BALL VALVE ASSEMBLY WITH 4" BALL VALVE, 4" NIPPLE AND COUPLING		MC 519 #3	EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: SVC	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)		BBII WELLHEAD SYSTEMS	EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: SVC	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)		BBII WELLHEAD SYSTEMS	EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: SVC	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)		BBII WELLHEAD SYSTEMS	EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: SVC	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)		BBII WELLHEAD SYSTEMS	EA			1			0		
Drilquip - Houston	Drilquip	2-413828-02	00258485-01	ELD Rack: NYD CC-9 8	SLOPE INDICATOR MOUNTING BRACKET, TYPE SS-15/10/10C, WITH 0-2 DEGREE BULLSEYE. FOR USE ON 38", 36" OR 30" CONDUCTOR PIPE, WITHOUT WELD-ON FLANGE, WITH 3-3/4 TON LIFTING SHACKLES. NOBLE QUALITY PLAN Q504.01		MC 339 #1	EA			1			0		
Drilquip - Houston	Drilquip	2-411654-02	00258486-01	ELD Rack: NYD CC-9 8	SLOPE INDICATOR MOUNTING BRACKET, TYPE SS-10/15, WITH 0-2 DEGREE BULLSEYE. FOR USE ON 38", 36" OR 30" CONDUCTOR PIPE, WITHOUT WELD-ON FLANGE, WITH MUDSTICK INDICATOR ROD, NOBLE QUALITY PLAN Q504.01 PART OF CP12723-11 MUDSTICK P/N 2-408899-02, S/N 00238931-10 IN LOC=D05G.		MC 339 #1	EA		1			0			
Drilquip - Houston	Drilquip	2-404191-12	00248243-01	ELD Rack: NYD CC-6	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER, 22" O.D. X 1.000" WALL BUTTWELD PREP. UP X 22.13" O.D. X .750" WALL BUTTWELD PREP. DOWN, MIN. I.D. 18.250", STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01 XXXX * 22" X 18" BIG BORE II CASING HANGER ADAPTER JOINT FABRICATION CONSISTS OF: * PIPE: CUSTOMER SUPPLIED, 22" O.D. X 1.000" WALL, API 5L GRADE X-80, D.S.A.W., RANGE III WITH S90M/MT BOX X PIN * 22" SUPPLEMENTAL ADAPTER: P/N 2-404191-12, CP12739-01, ITEM 21 * TRANSITION SWEDGE: P/N 2-404391-07, CP12627-03, ITEM 22.		GC 200	EA		1			0			
Drilquip - Houston	Drilquip	2-404391-07	00246503-02	ELD Rack: A05G	CROSSOVER SWEDGE: WITH 22" X 1.000" WALL BUTTWELD PREP DOWN X 22.13" X .750" WALL BUTTWELD PREP UP, NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-404191-12	00249299-02	ELD Rack: RISER N-21	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER, 22" O.D. X 1.000" WALL BUTTWELD PREP. UP X 22.13" O.D. X .750" WALL BUTTWELD PREP. DOWN, MIN. I.D. 18.250", STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01 XXXX * 22" X 18" BIG BORE II CASING HANGER ADAPTER JOINT FABRICATION CONSISTS OF: * PIPE: CUSTOMER SUPPLIED, 22" O.D. X 1.000" WALL, API 5L GRADE X-80, D.S.A.W., RANGE III WITH S90M/MT BOX X PIN * 22" SUPPLEMENTAL ADAPTER: P/N 2-404191-12, CP12793-02, ITEM 24, * TRANSITION SWEDGE: P/N 2-404391-07, CP12756-01, ITEM 25.		BBII WELLHEAD SYSTEMS	EA		1			0			

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
					18-3/4" X 14" BIG BORE II CASING HANGER: TYPE SS-15, 14" HYDRIL 523 (115 LB/FT.) BOX DOWN, 12.375" MIN. I.D., API 17D, V, AA, PSL-3, RATED FOR HIGH TEMPERATURE/HIGH LOAD, NOBLE QUALITY PLAN QP-Q504.01 XXXX * 18-3/4" X 14" CASING HANGER JOINT BUCK-UP CONSISTS OF: * PIPE: CUSTOMER SUPPLIED 14" O.D., 113#, TN-110SS, HYDRIL 523 PIN X PIN, 20 FT. LONG * 18-3/4" X 14" CASING HANGER: P/N 2-410497-04, CP12795-02, ITEMS 142		MC 479 #1	EA			1			0		
Drilquip - Houston	Drilquip	2-410497-04	00253014-01	ELD Rack: NYD A-12												
Drilquip - Houston	Drilquip	2-413138-03	00249305-01	ELD Rack: F201	22" X 18" SUPPLEMENTAL CASING HANGER, TYPE SS-15, 18" BLANK PIN DOWN, PSL-3, WITH BIG BORE II, MONOGRAM PER API 17D, NOBLE QUALITY PLAN Q504.01		BBII WELLHEAD SYSTEMS	EA			1			0		
Drilquip - Houston	Drilquip	2-413138-03	00249305-02	ELD Rack: F201	22" X 18" SUPPLEMENTAL CASING HANGER, TYPE SS-15, 18" BLANK PIN DOWN, PSL-3, WITH BIG BORE II, MONOGRAM PER API 17D, NOBLE QUALITY PLAN Q504.01		BBII WELLHEAD SYSTEMS	EA			1			0		
Drilquip - Houston	Drilquip	2-413137-02	00248266-01	ELD Rack: F210	36" X 28" POSITIVE STOP CASING HANGER, 28" O.D. X .750" WALL BUTTWELD PREP., MAX. O.D. 30.510", MIN. I.D. 26.50", WITHOUT FLOWBY, WITH SPLIT LOCKDOWN RING, LIP SEAL AND O-RING, MONOGRAM PER API 17D, NOBLE QUALITY PLAN Q504.01		BBII WELLHEAD SYSTEMS	EA			1			0		
Drilquip - Houston	Drilquip	2-413137-02	00246754-01	ELD Rack: F210	36" X 28" POSITIVE STOP CASING HANGER, 28" O.D. X .750" WALL BUTTWELD PREP., MAX. O.D. 30.510", MIN. I.D. 26.50", WITHOUT FLOWBY, WITH SPLIT LOCKDOWN RING, LIP SEAL AND O-RING, MONOGRAM PER API 17D, NOBLE QUALITY PLAN Q504.01		BBII WELLHEAD SYSTEMS	EA			1			0		
					22" X 16" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 10,000 PSI, WITH 22" O.D. X 1.250" WALL BUTTWELD PREP. UP AND DOWN. SYSTEM RATED FOR 1.5 MILLION LBS. OF 16" CASING AND 10,000 PSI, WITH WELD MOLD INLAY ON LOAD PROFILE, MIN. I.D.18.375", 22.186" MAX O.D., AA, PSL-3, STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01 XXXX * 22" X 16" BIG BORE II CASING HANGER ADAPTER JOINT FABRICATION CONSISTS OF: * PIPE: CUSTOMER SUPPLIED 22" O.D. X 1.250" WALL, API 5L GRADE X-80, D.S.A.W., RANGE III, WITH H-900M/MT PIN BY H-90M/MT BOX * 22" SUPPLEMENTAL ADAPTER: P/N 2-413198-02, CP12828-04, FROM ITEM 97		GC 40-2	EA			1			0		
Drilquip - Houston	Drilquip	2-413198-02	00260525-01	ELD Rack: NYD CC-6	22" X 18" BIG BORE II SEAL ASSEMBLY: TYPE SS-10/15/20, WEIGHT SET RESILIENT SEAL, PSL-2, STANDARD SERVICE, RATED 5,000 PSI, NOBLE QUALITY PLAN, Q504.01						1			0		
Drilquip - Houston	Drilquip	2-408455-05	00270978-02	ELD Rack: A81			MC 519 #3	EA			1			0		
					36" WELLHEAD HOUSING RIGID LOCKDOWN/ANNULUS SHUT-OFF, TYPE SS-15: 36" O.D. X 2.000" WALL B.W.P. I.D. PREP. FOR CAM ACTUATED RUNNING TOOL. HYDRATE DIVERSION SEAL. MIN. I.D. 30.617". MATERIAL CLASS AA, TEMP. V, PSL-3, API-17D. PROFILE FOR OVERPULL SPLIT RING. PER NOBLE QP Q504.01 XXXX * 36" WELLHEAD HOUSING JOINT FABRICATION CONSISTS OF: * PIPE: CUSTOMER SUPPLIED, QTY 1, 36" O.D. X 2.000" WALL API 5L GRADE X-70M, D.S.A.W., RANGE III, WITH HC-1000/MT PIN X PLAIN END * PIPE: CUSTOMER SUPPLIED, QTY 1, 36" O.D. X 2.000" WALL API 5L GRADE X-70M, D.S.A.W., RANGE III, PEB X PEB * 36" WELLHEAD HOUSING: CP12861-02, P/N 2-404172-09, ITEM 10 * 36" X 28" ADAPTER WITH ANNULUS OUTLET PORTS: CP12683-01, P/N 2-413195-02, ITEM 11 * SLOPE INDICATOR MOUNTING BRACKET TO BE INSTALLED: QTY. 1: CP13218-02, P/N 2-413828-02, ITEM 12 * SLOPE INDICATOR MOUNTING BRACKET TO BE INSTALLED: QTY. 1: CP13326-02, P/N 2-411654-02, ITEM 13 * ADAPTER SUB: QTY. 1, CP13147-02, P/N 2-408274-03		GC 40-2	EA		1		0				
Drilquip - Houston	Drilquip	2-404172-09	00260131-01	ELD Rack: RISER N-18	18-3/4" X 14" BIG BORE II CASING HANGER: TYPE SS-15, 14" HYDRIL 523 (115 LB/FT.) BOX DOWN, 12.375" MIN. I.D., API 17D, V, AA, PSL-3, RATED FOR HIGH TEMPERATURE/HIGH LOAD, NOBLE QUALITY PLAN QP-Q504.01 XXXX * 18-3/4" X 14" CASING HANGER JOINT BUCK-UP CONSISTS OF: * PIPE: CUSTOMER SUPPLIED 14" O.D., 113# TN125HC, HYDRIL 523 PIN X PIN, 20 FT LONG * 14" CASING HANGER: P/N 2-410497-04, CP12918-02, ITEM 71		MC 339 #1	EA			1			0		
					36" X 28" POSITIVE STOP CASING HANGER, 28" O.D. X .750" WALL BUTTWELD PREP., MAX. O.D. 30.510", MIN. I.D. 26.50", WITHOUT FLOWBY, WITH SPLIT LOCKDOWN RING, LIP SEAL AND O-RING, MONOGRAM PER API 17D, NOBLE QUALITY PLAN Q504.01 XXXX * 36" X 28" POSITIVE STOP CASING HANGER JOINT FABRICATION CONSISTS OF: * PIPE: CUSTOMER SUPPLIED, 28" O.D. X .750" WALL, X-60, APPROX. 40 FT. LONG, PEB X PEB, * 28" CASING HANGER: P/N 2-413137-02, CP12941-01, ITEMS 15.		GC 200	EA			1			0		
Drilquip - Houston	Drilquip	2-413137-02	00272883-01	ELD Rack: RISER N-10	22" X 16" BIG BORE II POSITIVE STOP CASING HANGER, 0-10,000 PSI, TYPE SS-10/15, (94.50 - 97 LB/FT.), HYDRIL 511 PIN DOWN, V, AA, PSL-3, WITH 14.590" MIN. I.D., FOR USE WITH WEIGHT SET SEAL ASSEMBLY, NOBLE QUALITY PLAN Q504.01 XXXX * 16" CASING HANGER JOINT BUCK-UP CONSISTS OF: * PIPE: CUSTOMER SUPPLIED 16" 96 LB/FT, Q-125, HYDRIL 511 BOX X PIN, 20 FT. LONG * 16" CASING HANGER: CP12959-01, P/N 2-407284-22		MC 339 #1	EA			1			0		
Drilquip - Houston	Drilquip	2-407284-22	00258505-01	ELD Rack: NYD YR #5	18-3/4" SEAL ASSEMBLY: TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13-3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H25 SERVICE PER NOBLE QP Q504.01		GC 40-1	EA			1			0		
Drilquip - Houston	Drilquip	2-404254-05	00257373-01	ELD Rack: A81	18-3/4" SEAL ASSEMBLY: TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13-3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H25 SERVICE PER NOBLE QP Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-404254-05	00273221-01	ELD Rack: A80	18-3/4" SEAL ASSEMBLY: TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13-3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H25 SERVICE PER NOBLE QP Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-404254-05	00273221-02	ELD Rack: A80	18-3/4" SEAL ASSEMBLY: TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13-3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H25 SERVICE PER NOBLE QP Q504.01			EA			1			0		



Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Drilquip - Houston	Drilquip	917254-29	N/A	ELD Rack: A05G	17 TON SHACKLE ANCHOR BOLT TYPE, 1-1/2" NOM. FED SPEC PRR-C-271D, TYPE IVA, GRADE A, CLASS 3, SPECIAL, CROSBY P/N 1019631 G-2130 TO MEET GOM CERTIFIED SLING & RIGGING PROCEDURE QTY. (32) LEFT TO USE.			EA			32			0		
Drilquip - Houston	Drilquip	2-408455-05	00274092-02	ELD Rack: A81	22" X 18" BIG BORE II SEAL ASSEMBLY: TYPE SS-10/15/20, WEIGHT SET RESILIENT SEAL, PSL-2, STANDARD SERVICE, RATED 5,000 PSI, NOBLE QUALITY PLAN, Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	917146-181	N/A	ELD Rack: F185	HEX HEAD BOLTS, 3/4" - 10 UNRC X 2-1/2" LONG NEW. QTY.(24) LEFT TO USE.			EA			40			0		
Drilquip - Houston	Drilquip	2-401350-02	00273205-04	ELD Rack: F191	WELD ON FLANGE FOR 36"/38" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET			EA			1			0		
Drilquip - Houston	Drilquip	2-401350-02	00273205-06	ELD Rack: F191	WELD ON FLANGE FOR 36"/38" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET			EA			1			0		
Drilquip - Houston	Drilquip	2-401350-02	00273205-08	ELD Rack: F191	WELD ON FLANGE FOR 36"/38" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET			EA			1			0		
Drilquip - Houston	Drilquip	2-413138-06	00262335-05	ELD Rack: NYD YR #2	22" X 18" BIG BORE II POSITIVE STOP CASING HANGER: MIN. I.D. 16.600". 18", 117#, VAM HDL PIN DOWN. PREP. FOR WEIGHT SET RESILIENT SEAL ASSEMBLY. 5,000 PSI RATED. PSL-3, STD. SERVICE. XXXX * 18" CASING HANGER JOINT BUCK-UP CONSISTS OF: * PIPE: CUSTOMER SUPPLIED 18", 117 LB/FT, Q125-HP, VAM HDL BOX X PIN, 20 FT. LONG. * 22" X 18" CASING HANGER: P/N 2-413138-06, CP13056-02, ITEMS 27.		MC 519 #3	EA			1			0		
Drilquip - Houston	Drilquip	2-413138-06	00275293-03	ELD Rack: NYD YR #3	22" X 18" BIG BORE II POSITIVE STOP CASING HANGER: MIN. I.D. 16.600". 18", 117#, VAM HDL PIN DOWN. PREP. FOR WEIGHT SET RESILIENT SEAL ASSEMBLY. 5,000 PSI RATED. PSL-3, STD. SERVICE. XXXX * 18" CASING HANGER JOINT BUCK-UP CONSISTS OF: * PIPE: CUSTOMER SUPPLIED 18", 117 LB/FT, Q125-HP, VAM HDL BOX X PIN, 20 FT. LONG. * 22" X 18" CASING HANGER: P/N 2-413138-06, CP13056-03, ITEMS.		BBII WELLHEAD SYSTEMS	EA			1			0		
Drilquip - Houston	Drilquip	2-406862-07	00260987-01	ELD Rack: SVC F06G	18-3/4" RIGID LOCKDOWN BIG BORE II WELLHEAD HOUSING, TYPE SS-15, UPPER PREP. FOR CAM ACTUATED RUNNING TOOL. 27" O.D. MANDREL WELLHEAD PROFILE COMPATABLE WITH HD-H4 CONNECTOR, WITH INCONEL "VX/VT" GASKET PREP. UP, 22" O.D. X 1.250" WALL B.W.P., 18.510" MIN ID, API 17D, V, DD, PSL-3, H25 SERVICE. SOLID BENDING REACTION RING, EXTRA LOCK-DOWN GROOVES, OVERPULL SPLIT RING PER NOBLE QP Q504.01 XXXX * 18-3/4" HOUSING JOINT FABRICATION CONSISTS OF: * PIPE: CUSTOMER SUPPLIED, 22" O.D. X 1.250" WALL, API 5L GRADE X-80, D.S.A.W, RANGE III WITH H-90DM/MT PIN BY PLAIN END BEVEL * PIPE: CUSTOMER SUPPLIED, 22" O.D. X 1.250" WALL, API 5L GRADE X-80, D.S.A.W, RANGE III, PEB X PEB		GC 40-2	EA		1			0			
Drilquip - Houston	Drilquip	2-304782-02	IN CP FILE	ELD Rack: J2	* 18-3/4" WELLHEAD HOUSING: P/N 2-406862-07, CP13113-02, ITEM 25 LIFTING EYE, (50 TON), STANDARD DUTY, FOR 17 TON SHACKLE QTY. (36) LEFT TO USE.			EA			36			0		
Drilquip - Houston	Drilquip	2-408274-03	00248854-02	ELD Rack: L52	SUPPLEMENTAL ADAPTER, TYPE SS-15, 36" X 2.000" WALL BUTTWELD PREP. DOWN X 36" X 2.000" WALL BUTTWELD PREP. UP, FOR MOUNTING SLOPE INDICATOR BRACKETS AND ANODES			EA			1			0		
Drilquip - Houston	Drilquip	2-408274-03	00247448-04	ELD Rack: L51	SUPPLEMENTAL ADAPTER, TYPE SS-15, 36" X 2.000" WALL BUTTWELD PREP. DOWN X 36" X 2.000" WALL BUTTWELD PREP. UP, FOR MOUNTING SLOPE INDICATOR BRACKETS AND ANODES			EA			1			0		
Drilquip - Houston	Drilquip	2-408274-03	00247448-05	ELD Rack: L51	SUPPLEMENTAL ADAPTER, TYPE SS-15, 36" X 2.000" WALL BUTTWELD PREP. DOWN X 36" X 2.000" WALL BUTTWELD PREP. UP, FOR MOUNTING SLOPE INDICATOR BRACKETS AND ANODES			EA			1			0		
Drilquip - Houston	Drilquip	2-408455-05	000276738-01	ELD Rack: A83	22" X 18" BIG BORE II SEAL ASSEMBLY: TYPE SS-10/15/20, WEIGHT SET RESILIENT SEAL, PSL-2, STANDARD SERVICE, RATED 5,000 PSI, NOBLE QUALITY PLAN, Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-408455-05	000276738-02	ELD Rack: A83	22" X 18" BIG BORE II SEAL ASSEMBLY: TYPE SS-10/15/20, WEIGHT SET RESILIENT SEAL, PSL-2, STANDARD SERVICE, RATED 5,000 PSI, NOBLE QUALITY PLAN, Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-413828-02	00260133-01	ELD Rack: NYD CC-9 8	SLOPE INDICATOR MOUNTING BRACKET, TYPE SS-15/10/10C, WITH 0-2 DEGREE BULLSEYE. FOR USE ON 38", 36" OR 30" CONDUCTOR PIPE, WITHOUT WELD-ON FLANGE, WITH 3-3/4 TON LIFTING SHACKLES. NOBLE QUALITY PLAN Q504.01		GC 40-2	EA			1			0		
Drilquip - Houston	Drilquip	2-410497-04	00260537-01	ELD Rack: NYD A-12	18-3/4" X 14" BIG BORE II CASING HANGER: TYPE SS-15, 14" HYDRIL 523 (115 LB/FT.) BOX DOWN, 12.375" MIN. I.D., API 17D, V, AA, PSL-3, RATED FOR HIGH TEMPERATURE/HIGH LOAD, NOBLE QUALITY PLAN QP-Q504.01 XXXX * 18-3/4" X 14" CASING HANGER JOINT BUCK-UP CONSISTS OF: * PIPE: CUSTOMER SUPPLIED 14" O.D., 116# Q125ICY, HYDRIL 523 PIN X PIN, 20 FT. LONG		GC 40-2	EA		1			0			
Drilquip - Houston	Drilquip	2-411888-07	00258507-01	ELD Rack: A85	22" X 16" BIG BORE II SEAL ASSEMBLY: WEIGHT SET METAL-TO-METAL, 10,000 PSI RATED, (10,000 PSI RATED WITH REDUCED CASING WEIGHT REQUIREMENTS) . H25 SERVICE. NOBLE QUALITY PLAN Q504.01		MC 339 #1	EA			1			0		
Drilquip - Houston	Drilquip	2-407284-18	00281043-02	ELD Rack: F209	22" X 16" POSITIVE STOP CASING HANGER: TYPE SS-10/15, 10,000 PSI, 16" BLANK PIN DOWN, 14.590" MIN. I.D., V, AA, PSL-3, FOR USE WITH 16" OR 16.125" NOMINAL O.D. CASING, FOR USE WITH BIG BORE II WELLHEAD SYSTEM, RATED FOR 1.5-MILLION LBS. OF CASING AND 10,000 PSI PER NOBLE QUALITY PLAN Q504.01		BBII WELLHEAD SYSTEMS	EA			1			0		
Drilquip - Houston	Drilquip	2-407284-18	00281043-03	ELD Rack: F209	22" X 16" POSITIVE STOP CASING HANGER: TYPE SS-10/15, 10,000 PSI, 16" BLANK PIN DOWN, 14.590" MIN. I.D., V, AA, PSL-3, FOR USE WITH 16" OR 16.125" NOMINAL O.D. CASING, FOR USE WITH BIG BORE II WELLHEAD SYSTEM, RATED FOR 1.5-MILLION LBS. OF CASING AND 10,000 PSI PER NOBLE QUALITY PLAN Q504.01		BBII WELLHEAD SYSTEMS	EA			1			0		
Drilquip - Houston	Drilquip	2-411654-02	00260134-01	ELD Rack: NYD CC-9 8	SLOPE INDICATOR MOUNTING BRACKET, TYPE SS-10/15, WITH 0-2 DEGREE BULLSEYE, FOR USE ON 38", 36" OR 30" CONDUCTOR PIPE, WITHOUT WELD-ON FLANGE, WITH MUDSTICK INDICATOR ROD, NOBLE QUALITY PLAN Q504.01 PART OF CP13326-02 INCLUDES A MUDSTICK P/N 2-408899-02/S/N 00249215-03 RETURNED UNUSED ON 4/10/19 IN LOC-001G.		GC 40-2	EA			1			0		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Drilquip - Houston	Drilquip	2-413198-02	00271250-01	ELD Rack: B13G	22" X 16" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 10,000 PSI, WITH 22" O.D. X 1.250" WALL BUTTWELD PREP. UP AND DOWN. SYSTEM RATED FOR 1.5 MILLION LBS. OF 16" CASING AND 10,000 PSI, WITH WELD MOLD INLAY ON LOAD PROFILE, MIN. I.D.18.375", 22.186" MAX O.D., AA, PSL-3, STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01 22" X 16" BIG BORE II POSITIVE STOP CASING HANGER, 0-10,000 PSI, TYPE SS-10/15, (94.50 - 97 LB./FT.), HYDRIL 511 PIN DOWN, V, AA, PSL-3, WITH 14.590" MIN. I.D., FOR USE WITH WEIGHT SET SEAL ASSEMBLY, NOBLE QUALITY PLAN Q504.01 XXXX * XXXX * 16" CASING HANGER JOINT BUCK-UP CONSISTS OF: * PIPE: CUSTOMER SUPPLIED 16" 96 LB/FT, Q125, HYDRIL 511 BOX X PIN, 20 FT. LONG * 16" CASING HANGER: CP13360-02, P/N 2-407284-22, ITEMS 115		BBII WELLHEAD SYSTEMS	EA		1			0			
Drilquip - Houston	Drilquip	2-407284-22	00260532-01	ELD Rack: NYD YR #5	18-3/4" X 14" BIG BORE II CASING HANGER: TYPE SS-15, 14" HYDRIL 523 (115 LB./FT.) BOX DOWN, 12.375" MIN. I.D., API 170, V, AA, PSL-3, RATED FOR HIGH TEMPERATURE/HIGH LOAD, NOBLE QUALITY PLAN QP-Q504.01 18-3/4" X 9-5/8" WEAR BUSHING, TYPE SS-15, 9.555" MIN. I.D., NOBLE QUALITY PLAN Q504.01 18-3/4" X 9-5/8" WEAR BUSHING, TYPE SS-15, 9.555" MIN. I.D., NOBLE QUALITY PLAN Q504.01		GC 40-2	EA		1			0			
Drilquip - Houston	Drilquip	2-410497-04	00284131-01	ELD Rack: F199			BBII WELLHEAD SYSTEMS	EA			1			0		
Drilquip - Houston	Drilquip	2-415620-02	00257058-01	ELD Rack: F193			GC 40-1	EA			1			0		
Drilquip - Houston	Drilquip	2-415620-02	00257059-01	ELD Rack: F193			GC 40-1	EA			1			0		
Drilquip - Houston	Drilquip	2-413138-03	00288143-01	ELD Rack: F215	22" X 18" SUPPLEMENTAL CASING HANGER, TYPE SS-15, 18" BLANK PIN DOWN, PSL-3, WITH BIG BORE II, MONOGRAM PER API 170, NOBLE QUALITY PLAN Q504.01 22" X 18" SUPPLEMENTAL CASING HANGER, TYPE SS-15, 18" BLANK PIN DOWN, PSL-3, WITH BIG BORE II, MONOGRAM PER API 170, NOBLE QUALITY PLAN Q504.01		BBII WELLHEAD SYSTEMS	EA		1				0		
Drilquip - Houston	Drilquip	2-413138-03	00288143-02	ELD Rack: F215			BBII WELLHEAD SYSTEMS	EA			1			0		
Drilquip - Houston	Drilquip	2-413742-04	00257370-01	ELD Rack: NYD YR #2	18-3/4" X 10-3/4" BIG BORE II HANGER, TYPE SS-15, FOR H25, WITH 10-3/4" TENARIS HYDRIL WEDGE 563 (73.20 #/FT) BOX DOWN, WITH 9.927" MIN. I.D., WITH INCONEL 625 OVERLAY IN TUBING HANGER, SEAL AREA ASSEMBLY, WITH HIGH TEMP/HIGH LOAD GROOVES, NOBLE QUALITY PLAN Q504.01 XXXX * 18-3/4" X 10-3/4" CASING HANGER JOINT BUCK-UP CONSISTS OF: * PIPE: CUSTOMER SUPPLIED 10-3/4" O.D., 74.0#, HCQ-125 TN-125, HYDRIL 563 PIN X HYD 563 DOPELESS PIN, 20 FT. LONG, * 18-3/4" X 10-3/4" CASING HANGER-, P/N 2-413742-04, CP13807-02, ITEMS 37.		MC 519 #3	EA		1			0			
Drilquip - Houston	Drilquip	2-413742-03	00288009-02	ELD Rack: NYD YR #5	18-3/4" X 10-3/4" CASING HANGER, TYPE SS-15, FOR H25, WITH 10-3/4" TENARIS HYDRIL WEDGE 563 (79.20 #/FT) BOX DOWN, WITH 9.927" MIN. I.D., WITH INCONEL 625 OVERLAY IN TUBING HANGER, SEAL AREA ASSEMBLY, WITH HIGH TEMP/HIGH LOAD GROOVES, NOBLE QUALITY PLAN Q504.01 XXXX * 18-3/4" X 10-3/4" CASING HANGER JOINT BUCK-UP CONSISTS OF: * PIPE: CUSTOMER SUPPLIED 10-3/4" O.D., 79.22#, C-110, HYDRIL 563 PIN X HYD 563 DOPELESS PIN, 20 FT. LONG, * 18-3/4" X 10-3/4" CASING HANGER-, P/N 2-413742-03, CP13880-02 & ITEMS 37		MC 948 #4	EA		1			0			
Drilquip - Houston	Drilquip	2-411888-07	00260535-01	ELD Rack: A84	22" X 16" BIG BORE II SEAL ASSEMBLY: WEIGHT SET METAL-TO-METAL, 10,000 PSI RATED, (10,000 PSI RATED WITH REDUCED CASING WEIGHT REQUIREMENTS) . H25 SERVICE. NOBLE QUALITY PLAN Q504.01		GC 40-2	EA			1			0		
Drilquip - Houston	Drilquip	2-414283-02	00258681-01	ELD Rack: F219	18-3/4" X 10-3/4" GEN II CASING HANGER LOCK-DOWN SLEEVE, 15,000 PSI, TYPE SS-15, V, DD, PSL-3, FOR H25, 2000 KIP RATED LOCK-DOWN CAPACITY, INCONEL CLADDED TREE SEAL INTERFACE, HIGH TEMPERATURE/HIGH LOAD SHOULDER, 9.555" I.D., NOBLE QUALITY PLAN Q504.01		GC 200	EA		1			0			
Drilquip - Houston	Drilquip	2-401350-02	00276743-02	ELD Rack: F191	WELD ON FLANGE FOR 36"/38" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET			EA			1			0		
Drilquip - Houston	Drilquip	2-401350-02	00283739-01	ELD Rack: F191	WELD ON FLANGE FOR 36"/38" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET			EA			1			0		
Drilquip - Houston	Drilquip	2-408595-15	00298288-02	ELD Rack: NYD YR #2	18-3/4" X 10-3/4" CASING HANGER, 10.75" 85.30# JFELION DR ASM BOX DOWN, 18.615" MAX OD X 9.160" MIN ID, V, DD, PSL-3, F/H25, RATED F/HIGH TEMP./HIGH LOAD XXXX * 10-3/4" CASING HANGER JOINT BUCK-UP CONSISTS OF: * PIPE: CUSTOMER SUPPLIED 10-3/4", 85.30 LB/FT, Q125+CY, JFELION DR ASM PIN X MAC II PIN, 20 FT. LONG * 10-3/4" CASING HANGER-, P/N 2-408595-15, CP14218-02 ITEMS 2.		GC 40-1	EA		1			0			
Drilquip - Houston	Drilquip	2-404172-09	00290613-02	ELD Rack: RISER S-14	36" WELLHEAD HOUSING RIGID LOCKDOWN/ANNULUS SHUT-OFF, TYPE SS-15: 36" O.D. X 2.000" WALL B.W.P. I.D. PREP. FOR CAM ACTUATED RUNNING TOOL. HYDRATE DIVERSION SEAL. MIN. I.D. 30.617". MATERIAL CLASS AA, TEMP. V, PSL-3, API-170. PROFILE FOR OVERPULL SPLIT RING. PER NOBLE QP Q504.01 XXXX * 36" WELLHEAD HOUSING JOINT FABRICATION CONSISTS OF: * PIPE: CUSTOMER SUPPLIED, 36" O.D. X 2.000" WALL API 5L GRADE X-70, D.S.A.W., PEB X PEB, APPROX. 40 FT. LONG * PIPE: CUSTOMER SUPPLIED, 36" O.D. X 2.000" WALL API 5L GRADE X-70, D.S.A.W., PEB X HC-100D/MT PIN, APPROX. 40 FT. LONG * 36" WELLHEAD HOUSING: CP14274-02, P/N 2-404172-09, ITEM 1, * 36" X 28" ADAPTER WITH ANNULUS OUTLET PORTS: CP14394-01, P/N 2-413195-02, ITEM 2, * SLOPE INDICATOR MOUNTING BRACKET TO BE INSTALLED: CP14274-06, P/N 2-413828-02, ITEM 3, * SLOPE INDICATOR MOUNTING BRACKET TO BE INSTALLED: CP14274-51, P/N 2-411654-02, ITEM 4, * WELD ON FLANGE FOR SLOPE MOUNTING BRACKET: QTY. 2, CP12634-05 & CP12634-06, P/N 2-401350-02, ITEMS 5 & 6.		MC 519 #3	EA		1			0			

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Drilquip - Houston	Drilquip	2-404172-09	00290613-03	ELD Rack: RISER N-5	36" WELLHEAD HOUSING RIGID LOCKDOWN/ANNULUS SHUT-OFF, TYPE SS-15: 36" O.D. X 2.000" WALL B.W.P. 1.D. PREP. FOR CAM ACTUATED RUNNING TOOL. HYDRATE DIVERSION SEAL. MIN. I.D. 30.617". MATERIAL CLASS AA, TEMP. V, PSL- 3, API-17D. PROFILE FOR OVERPULL SPLIT RING. PER NOBLE QP Q504.01 XXXX * 36" WELLHEAD HOUSING JOINT FABRICATION CONSISTS OF: * PIPE: CUSTOMER SUPPLIED, 36" O.D. X 2.000" WALL API 5L GRADE X-70, D.S.A.W., PEB X PEB, APPROX. 40 FT. LONG, * PIPE: CUSTOMER SUPPLIED, 36" O.D. X 2.000" WALL API 5L GRADE X-70, D.S.A.W., PEB X HC-100D/MT PIN, APPROX. 40 FT. LONG, * 36" WELLHEAD HOUSING: CP14274-03, P/N 2-404172-09, ITEM 8, * 36" X 28" ADAPTER WITH ANNULUS OUTLET PORTS: CP14394-02, P/N 2-413195- 02, ITEM 9, * SLOPE INDICATOR MOUNTING BRACKET TO BE INSTALLED: CP14274-07, P/N 2- 413828-02, ITEM 10, * SLOPE INDICATOR MOUNTING BRACKET TO BE INSTALLED: CP14274-52, P/N 2- 411654-02, ITEM 11, * WELD ON FLANGE FOR SLOPE MOUNTING BRACKET: QTY. 2, CP12727-01 & CP12727-02, P/N 2-401350-02, ITEMS 12 & 13.			EA			1			0		
Drilquip - Houston	Drilquip	2-413828-02	00290920-02	ELD Rack: SVC E08G	SLOPE INDICATOR MOUNTING BRACKET, TYPE SS-15/10/10C, WITH 0-2 DEGREE BULLSEYE. FOR USE ON 38", 36" OR 30" CONDUCTOR PIPE, WITHOUT WELD-ON FLANGE, WITH 3-3/4 TON LIFTING SHACKLES. NOBLE QUALITY PLAN Q504.01		MC 519 #3	EA			1			0		
Drilquip - Houston	Drilquip	2-413828-02	00290920-04	ELD Rack: HEAVY FAB	SLOPE INDICATOR MOUNTING BRACKET, TYPE SS-15/10/10C, WITH 0-2 DEGREE BULLSEYE. FOR USE ON 38", 36" OR 30" CONDUCTOR PIPE, WITHOUT WELD-ON FLANGE, WITH 3-3/4 TON LIFTING SHACKLES. NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-414840-02	N/A	ELD Rack: F56	4" BALL VALVE ASSEMBLY WITH 4" BALL VALVE, 4" NIPPLE AND COUPLING		MC 519 #3	EA			1			0		
Drilquip - Houston	Drilquip	2-414840-02	N/A	ELD Rack: F56	4" BALL VALVE ASSEMBLY WITH 4" BALL VALVE, 4" NIPPLE AND COUPLING		MC 519 #3	EA			1			0		
Drilquip - Houston	Drilquip	2-414840-02	N/A	ELD Rack: F56	4" BALL VALVE ASSEMBLY WITH 4" BALL VALVE, 4" NIPPLE AND COUPLING		MC 519 #3	EA			1			0		
Drilquip - Houston	Drilquip	2-414840-02	N/A	ELD Rack: F56	4" BALL VALVE ASSEMBLY WITH 4" BALL VALVE, 4" NIPPLE AND COUPLING		MC 519 #3	EA			1			0		
Drilquip - Houston	Drilquip	2-414840-02	N/A	ELD Rack: F56	4" BALL VALVE ASSEMBLY WITH 4" BALL VALVE, 4" NIPPLE AND COUPLING		MC 519 #3	EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: F217	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: F217	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: F217	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: F224	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: F224	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: F224	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: F224	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: F203	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J59	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: F203	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: F196	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J51	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J51	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J51	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-404391-07	00298868-02	ELD Rack: A05G	CROSSOVER SWEDGE: WITH 22" X 1.000" WALL BUTTWELD PREP DOWN X 22.13" X .750" WALL BUTTWELD PREP UP, NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-404391-07	00298868-03	ELD Rack: A05G	CROSSOVER SWEDGE: WITH 22" X 1.000" WALL BUTTWELD PREP DOWN X 22.13" X .750" WALL BUTTWELD PREP UP, NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-404391-07	00298868-01	ELD Rack: A05G	CROSSOVER SWEDGE: WITH 22" X 1.000" WALL BUTTWELD PREP DOWN X 22.13" X .750" WALL BUTTWELD PREP UP, NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-404254-05	00298305-03	ELD Rack: A82	18-3/4" SEAL ASSEMBLY: TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13-3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H25 SERVICE PER NOBLE QP Q504.01		GC 40-2	EA			1			0		
Drilquip - Houston	Drilquip	2-404254-05	00298305-02	ELD Rack: A83	18-3/4" SEAL ASSEMBLY: TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13-3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H25 SERVICE PER NOBLE QP Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-404254-05	00298305-01	ELD Rack: A85	18-3/4" SEAL ASSEMBLY: TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13-3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H25 SERVICE PER NOBLE QP Q504.01			EA			1			0		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Drillquip - Houston	Drillquip	2-411654-02	00299798-02	ELD Rack: NYD BB-9	SLOPE INDICATOR MOUNTING BRACKET, TYPE SS-10/15, WITH 0-2 DEGREE BULLSEYE, FOR USE ON 38", 36" OR 30" CONDUCTOR PIPE, WITHOUT WELD-ON FLANGE. WITH MUDSTICK INDICATOR ROD, NOBLE QUALITY PLAN Q504.01		MC 519 #3	EA			1			0		
Drillquip - Houston	Drillquip	2-411654-02	00299798-03	ELD Rack: HEAVY FAB	SLOPE INDICATOR MOUNTING BRACKET, TYPE SS-10/15, WITH 0-2 DEGREE BULLSEYE, FOR USE ON 38", 36" OR 30" CONDUCTOR PIPE, WITHOUT WELD-ON FLANGE. WITH MUDSTICK INDICATOR ROD, NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drillquip - Houston	Drillquip	2-413137-02	00299826-01	ELD Rack: L75	36" X 28" POSITIVE STOP CASING HANGER, 28" O.D. X .750" WALL BUTTWELD PREP., MAX. O.D. 30.510", MIN. I.D. 26.50", WITHOUT FLOWBY, WITH SPLIT LOCKDOWN RING, LIP SEAL AND O-RING, MONOGRAM PER API 17D, NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drillquip - Houston	Drillquip	2-413137-02	00299826-02	ELD Rack: L77	36" X 28" POSITIVE STOP CASING HANGER, 28" O.D. X .750" WALL BUTTWELD PREP., MAX. O.D. 30.510", MIN. I.D. 26.50", WITHOUT FLOWBY, WITH SPLIT LOCKDOWN RING, LIP SEAL AND O-RING, MONOGRAM PER API 17D, NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drillquip - Houston	Drillquip	2-413137-02	00299826-03	ELD Rack: F185	36" X 28" POSITIVE STOP CASING HANGER, 28" O.D. X .750" WALL BUTTWELD PREP., MAX. O.D. 30.510", MIN. I.D. 26.50", WITHOUT FLOWBY, WITH SPLIT LOCKDOWN RING, LIP SEAL AND O-RING, MONOGRAM PER API 17D, NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drillquip - Houston	Drillquip	2-401350-03	00298248-01	ELD Rack: F191	WELD ON FLANGE FOR 36" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET PER NOBLE QP Q504.01			EA			1			0		
Drillquip - Houston	Drillquip	2-401350-03	00298248-05	ELD Rack: F191	WELD ON FLANGE FOR 36" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET PER NOBLE QP Q504.01			EA			1			0		
Drillquip - Houston	Drillquip	2-900423-13	PO# 7366251	ELD Rack: F207	FULL COUPLING, 4" NPT FEMALE X 4" NPT FEMALE QTY (24) LEFT TO USE.			EA			60			0		
Drillquip - Houston	Drillquip	2-413198-02	00283683-01	ELD Rack: L83	22" X 16" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 10,000 PSI, WITH 22" O.D. X 1.250" WALL BUTTWELD PREP. UP AND DOWN. SYSTEM RATED FOR 1.5 MILLION LBS. OF 16" CASING AND 10,000 PSI, WITH WELD MOLD INLAY ON LOAD PROFILE, MIN. I.D. 18.375", 22.186" MAX O.D., AA, PSL-3, STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drillquip - Houston	Drillquip	2-413198-02	00283683-02	ELD Rack: F51	22" X 16" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 10,000 PSI, WITH 22" O.D. X 1.250" WALL BUTTWELD PREP. UP AND DOWN. SYSTEM RATED FOR 1.5 MILLION LBS. OF 16" CASING AND 10,000 PSI, WITH WELD MOLD INLAY ON LOAD PROFILE, MIN. I.D. 18.375", 22.186" MAX O.D., AA, PSL-3, STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drillquip - Houston	Drillquip	2-413198-02	00283683-03	ELD Rack: L82	22" X 16" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 10,000 PSI, WITH 22" O.D. X 1.250" WALL BUTTWELD PREP. UP AND DOWN. SYSTEM RATED FOR 1.5 MILLION LBS. OF 16" CASING AND 10,000 PSI, WITH WELD MOLD INLAY ON LOAD PROFILE, MIN. I.D. 18.375", 22.186" MAX O.D., AA, PSL-3, STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drillquip - Houston	Drillquip	2-406862-07	00290118-01	ELD Rack: RISER N-20	18-3/4" RIGID LOCKDOWN BIG BORE II WELLHEAD HOUSING, TYPE SS-15, UPPER PREP. FOR CAM ACTUATED RUNNING TOOL. 27" O.D. MANDREL WELLHEAD PROFILE COMPATIBLE WITH HD-H4 CONNECTOR, WITH INCONEL "VX/VT" GASKET PREP. UP, 22" O.D. X 1.250" WALL B.W.P., 18.510" MIN ID, API 17D, V, DO, PSL-3, H2S SERVICE. SOLID BENDING REACTION RING, EXTRA LOCK-DOWN GROOVES, OVERPULL SPLIT RING PER NOBLE QP Q504.01 XXXX * 18-3/4" HOUSING JOINT FABRICATION CONSISTS OF: * PIPE: CUSTOMER SUPPLIED, 22" O.D. X 1.250" WALL, API 5L GRADE X-80, D.S.A.W., APPROX. 40 FT. LONG, PEB X PEB, * 18-3/4" WELLHEAD HOUSING: P/N 2-406862-07, CP14419-01, ITEMS 19.		GC 200	EA		1			0			
Drillquip - Houston	Drillquip	2-415343-04	00302847-02	ELD Rack: SVC D15G	18-3/4" X 10-3/4" CASING HANGER W/10-3/4" VAM SLU-II (65.7 LBS./FT.) BOX DOWN, 18.615" MAX OD X 9.555" MIN ID, V, DO, PSL-3, F/H2S, RATED F/HIGH TEMP/HIGH LOAD XXXX * 10-3/4" CASING HANGER JOINT BUCK-UP CONSISTS OF: * PIPE: CUSTOMER SUPPLIED 10-3/4", 65.7 LB/FT, Q125-HC, VAM SLU-II PIN X PIN, 20 FT. LONG, * 10-3/4" CASING HANGER, P/N 2-415343-04, CP14502-02, ITEMS 38.		GC 200	EA		1			0			
Drillquip - Houston	Drillquip	2-404172-09	00290613-01	ELD Rack: B15G	36" WELLHEAD HOUSING RIGID LOCKDOWN/ANNULUS SHUT-OFF, TYPE SS-15: 36" O.D. X 2.000" WALL B.W.P. I.D. PREP. FOR CAM ACTUATED RUNNING TOOL. HYDRATE DIVERSION SEAL. MIN. I.D. 30.617". MATERIAL CLASS AA, TEMP. V, PSL-3, API-17D. PROFILE FOR OVERPULL SPLIT RING. PER NOBLE QP Q504.01			EA			1			0		
Drillquip - Houston	Drillquip	2-413828-02	00301779-01	ELD Rack: NYD CC-9 16	SLOPE INDICATOR MOUNTING BRACKET, TYPE SS-15/10/10C, WITH 0-2 DEGREE BULLSEYE. FOR USE ON 38", 36" OR 30" CONDUCTOR PIPE, WITHOUT WELD-ON FLANGE. WITH 3-3/4 TON LIFTING SHACKLES. NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drillquip - Houston	Drillquip	2-904265-02	N/A	ELD Rack: F196	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drillquip - Houston	Drillquip	2-904265-02	N/A	ELD Rack: J30	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drillquip - Houston	Drillquip	2-904265-02	N/A	ELD Rack: F203	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drillquip - Houston	Drillquip	2-904265-02	N/A	ELD Rack: F203	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drillquip - Houston	Drillquip	2-904265-02	N/A	ELD Rack: J44	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drillquip - Houston	Drillquip	2-904265-02	N/A	ELD Rack: J44	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drillquip - Houston	Drillquip	2-904265-02	N/A	ELD Rack: J44	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drillquip - Houston	Drillquip	2-904265-02	N/A	ELD Rack: J44	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J30	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J59	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J30	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J30	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J37	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J37	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J38	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J38	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J2	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J2	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J2	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J2	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J2	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J38	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J38	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J38	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J39	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J37	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J37	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J39	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J38	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J16	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J37	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J9	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J9	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J39	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J39	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J39	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J39	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-404191-12	00303231-01	ELD Rack: L86	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER, 22" O.D. X 1,000" WALL BUTTWELD PREP. UP X 22.13" O.D. X .750" WALL BUTTWELD PREP. DOWN, MIN. I.D. 18.250", STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-413198-02	00283683-04	ELD Rack: L73	22" X 16" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 10,000 PSI, WITH 22" O.D. X 1.250" WALL BUTTWELD PREP. UP AND DOWN. SYSTEM RATED FOR 1.5 MILLION LBS. OF 16" CASING AND 10,000 PSI, WITH WELD MOLD INLAY ON LOAD PROFILE, MIN. I.D. 18.375", 22.186" MAX O.D., AA, PSL-3, STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	917146-181	N/A	ELD Rack: F207	HEX HEAD BOLTS, 3/4" - 10 UNRC X 2-1/2" LONG			EA			16			0		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Drilquip - Houston	Drilquip	2-415343-06	00304950-01	ELD Rack: F191	18-3/4" X 10-3/4" CASING HANGER, 11-1/2" TENARIS TSH WEDGE 623 DOPELESS (98.20 LB/FT) BOX DOWN X, V, DD, PSL-3, RATED F/HIGH TEMP/HIGH LOAD, F/H25		CUSTOMER PROPERTY	EA			1			0		
Drilquip - Houston	Drilquip	2-415343-06	00304950-02	ELD Rack: F204	18-3/4" X 10-3/4" CASING HANGER, 11-1/2" TENARIS TSH WEDGE 623 DOPELESS (98.20 LB/FT) BOX DOWN X, V, DD, PSL-3, RATED F/HIGH TEMP/HIGH LOAD, F/H25		CUSTOMER PROPERTY	EA			1			0		
Drilquip - Houston	Drilquip	2-404191-12	00304837-01	ELD Rack: L71	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER, 22" O.D. X 1.000" WALL BUTTWELD PREP. UP X 22.13" O.D. X .750" WALL BUTTWELD PREP. DOWN, MIN. I.D. 18.250", STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-404191-12	00304837-02	ELD Rack: L71	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER, 22" O.D. X 1.000" WALL BUTTWELD PREP. UP X 22.13" O.D. X .750" WALL BUTTWELD PREP. DOWN, MIN. I.D. 18.250", STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-404391-07	00304257-01	ELD Rack: A05G	CROSSOVER SWEDGE: WITH 22" X 1.000" WALL BUTTWELD PREP DOWN X 22.13" X .750" WALL BUTTWELD PREP UP, NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-404391-07	00304257-02	ELD Rack: A05G	CROSSOVER SWEDGE: WITH 22" X 1.000" WALL BUTTWELD PREP DOWN X 22.13" X .750" WALL BUTTWELD PREP UP, NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-404391-07	00304257-03	ELD Rack: A05G	CROSSOVER SWEDGE: WITH 22" X 1.000" WALL BUTTWELD PREP DOWN X 22.13" X .750" WALL BUTTWELD PREP UP, NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-404391-07	00304257-04	ELD Rack: A05G	CROSSOVER SWEDGE: WITH 22" X 1.000" WALL BUTTWELD PREP DOWN X 22.13" X .750" WALL BUTTWELD PREP UP, NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-401350-03	00304566-01	ELD Rack: F191	WELD ON FLANGE FOR 36" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET PER NOBLE QP Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-401350-03	00304566-02	ELD Rack: F191	WELD ON FLANGE FOR 36" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET PER NOBLE QP Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-401350-03	00304566-03	ELD Rack: F191	WELD ON FLANGE FOR 36" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET PER NOBLE QP Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-401350-03	00304566-04	ELD Rack: F191	WELD ON FLANGE FOR 36" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET PER NOBLE QP Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-401350-03	00304808-01	ELD Rack: F191	WELD ON FLANGE FOR 36" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET PER NOBLE QP Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-401350-03	00304808-02	ELD Rack: F191	WELD ON FLANGE FOR 36" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET PER NOBLE QP Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-401350-03	00304808-03	ELD Rack: F191	WELD ON FLANGE FOR 36" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET PER NOBLE QP Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-401350-03	00304808-04	ELD Rack: F191	WELD ON FLANGE FOR 36" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET PER NOBLE QP Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-413137-02	00304834-01	ELD Rack: L69	36" X 28" POSITIVE STOP CASING HANGER, 28" O.D. X .750" WALL BUTTWELD PREP., MAX. O.D. 30.510", MIN. I.D. 26.50", WITHOUT FLOWBY, WITH SPLIT LOCKDOWN RING, LIP SEAL AND O-RING, MONOGRAM PER API 17D, NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-413137-02	00304834-02	ELD Rack: L70	36" X 28" POSITIVE STOP CASING HANGER, 28" O.D. X .750" WALL BUTTWELD PREP., MAX. O.D. 30.510", MIN. I.D. 26.50", WITHOUT FLOWBY, WITH SPLIT LOCKDOWN RING, LIP SEAL AND O-RING, MONOGRAM PER API 17D, NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-413137-02	00304834-03	ELD Rack: L75	36" X 28" POSITIVE STOP CASING HANGER, 28" O.D. X .750" WALL BUTTWELD PREP., MAX. O.D. 30.510", MIN. I.D. 26.50", WITHOUT FLOWBY, WITH SPLIT LOCKDOWN RING, LIP SEAL AND O-RING, MONOGRAM PER API 17D, NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-413137-02	00304834-04	ELD Rack: L70	36" X 28" POSITIVE STOP CASING HANGER, 28" O.D. X .750" WALL BUTTWELD PREP., MAX. O.D. 30.510", MIN. I.D. 26.50", WITHOUT FLOWBY, WITH SPLIT LOCKDOWN RING, LIP SEAL AND O-RING, MONOGRAM PER API 17D, NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-413828-02	00305662-03	ELD Rack: NYD CC-9 16	SLOPE INDICATOR MOUNTING BRACKET, TYPE SS-15/10/10C, WITH 0-2 DEGREE BULLSEYE. FOR USE ON 38", 36" OR 30" CONDUCTOR PIPE, WITHOUT WELD-ON FLANGE, WITH 3-3/4 TON LIFTING SHACKLES. NOBLE QUALITY PLAN Q504.01		DW GOM INVENTORY	EA			1			0		
Drilquip - Houston	Drilquip	2-413828-02	00305662-01	ELD Rack: NYD CC-9 15	SLOPE INDICATOR MOUNTING BRACKET, TYPE SS-15/10/10C, WITH 0-2 DEGREE BULLSEYE. FOR USE ON 38", 36" OR 30" CONDUCTOR PIPE, WITHOUT WELD-ON FLANGE, WITH 3-3/4 TON LIFTING SHACKLES. NOBLE QUALITY PLAN Q504.01		DW GOM INVENTORY	EA			1			0		
Drilquip - Houston	Drilquip	2-413828-02	00305662-02	ELD Rack: NYD CC-9 15	SLOPE INDICATOR MOUNTING BRACKET, TYPE SS-15/10/10C, WITH 0-2 DEGREE BULLSEYE. FOR USE ON 38", 36" OR 30" CONDUCTOR PIPE, WITHOUT WELD-ON FLANGE, WITH 3-3/4 TON LIFTING SHACKLES. NOBLE QUALITY PLAN Q504.01		DW GOM INVENTORY	EA			1			0		
Drilquip - Houston	Drilquip	2-415343-06	00306737-01	ELD Rack: F191	18-3/4" X 10-3/4" CASING HANGER, 11-1/2" TENARIS TSH WEDGE 623 DOPELESS (98.20 LB/FT) BOX DOWN X, V, DD, PSL-3, RATED F/HIGH TEMP/HIGH LOAD, F/H25		CUSTOMER PROPERTY	EA			1			0		
Drilquip - Houston	Drilquip	2-415343-06	00306737-02	ELD Rack: F191	18-3/4" X 10-3/4" CASING HANGER, 11-1/2" TENARIS TSH WEDGE 623 DOPELESS (98.20 LB/FT) BOX DOWN X, V, DD, PSL-3, RATED F/HIGH TEMP/HIGH LOAD, F/H25		CUSTOMER PROPERTY	EA			1			0		
Drilquip - Houston	Drilquip	2-401350-03	00302338-01	ELD Rack: I-3	WELD ON FLANGE FOR 36" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET PER NOBLE QP Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-401350-03	00302338-02	ELD Rack: F191	WELD ON FLANGE FOR 36" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET PER NOBLE QP Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-401350-03	00302338-03	ELD Rack: F191	WELD ON FLANGE FOR 36" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET PER NOBLE QP Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-401350-03	00302338-04	ELD Rack: F191	WELD ON FLANGE FOR 36" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET PER NOBLE QP Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-401350-03	00302338-05	ELD Rack: F191	WELD ON FLANGE FOR 36" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET PER NOBLE QP Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-401350-03	00302338-06	ELD Rack: F191	WELD ON FLANGE FOR 36" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET PER NOBLE QP Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-401350-03	00302338-07	ELD Rack: F191	WELD ON FLANGE FOR 36" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET PER NOBLE QP Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-401350-03	00302338-08	ELD Rack: F191	WELD ON FLANGE FOR 36" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET PER NOBLE QP Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J16	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J37	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		



[illegible]

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: K100	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: K100	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: K100	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J46	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J31	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J31	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J31	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-404172-09	00307177-01	ELD Rack: B15G	36" WELLHEAD HOUSING RIGID LOCKDOWN/ANNULUS SHUT-OFF, TYPE SS-15: 36" O.D. X 2.000" WALL B.W.P. I.D. PREP. FOR CAM ACTUATED RUNNING TOOL. HYDRATE DIVERSION SEAL. MIN. I.D. 30.617". MATERIAL CLASS AA, TEMP. V, PSL-3, API-17D. PROFILE FOR OVERPULL SPLIT RING. PER NOBLE QP Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-413195-02	00299769-01	ELD Rack: J92	36" X 28" SUPPLEMENTAL ADAPTER, 36" O.D. X 2.000" WALL BUTTWELD PREP. UP X 36" O.D. X 2.000" WALL BUTTWELD PREP. DOWN, WITH TWELVE (12) 4" FLOW-BY PORTS AND INTERNAL POSITIVE STOP PROFILE FOR 28" SCAB HANGER, MIN. I.D. 30.240", OAL APPROX. 28" PER NOBLE QP Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-413195-02	00299769-02	ELD Rack: L79	36" X 28" SUPPLEMENTAL ADAPTER, 36" O.D. X 2.000" WALL BUTTWELD PREP. UP X 36" O.D. X 2.000" WALL BUTTWELD PREP. DOWN, WITH TWELVE (12) 4" FLOW-BY PORTS AND INTERNAL POSITIVE STOP PROFILE FOR 28" SCAB HANGER, MIN. I.D. 30.240", OAL APPROX. 28" PER NOBLE QP Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-413195-02	00285469-02	ELD Rack: J92	36" X 28" SUPPLEMENTAL ADAPTER, 36" O.D. X 2.000" WALL BUTTWELD PREP. UP X 36" O.D. X 2.000" WALL BUTTWELD PREP. DOWN, WITH TWELVE (12) 4" FLOW-BY PORTS AND INTERNAL POSITIVE STOP PROFILE FOR 28" SCAB HANGER, MIN. I.D. 30.240", OAL APPROX. 28" PER NOBLE QP Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-406862-07	00301981-02	ELD Rack: RISER N-16	18-3/4" RIGID LOCKDOWN BIG BORE II WELLHEAD HOUSING, TYPE SS-15, UPPER PREP. FOR CAM ACTUATED RUNNING TOOL. 27" O.D. MANDREL WELLHEAD PROFILE COMPATABLE WITH HD-H4 CONNECTOR, WITH INCONEL "VX/VT" GASKET PREP. UP, 22" O.D. X 1.250" WALL B.W.P., 18.510" MIN ID, API 17D, V, DD, PSL-3, H2S SERVICE. SOLID BENDING REACTION RING, EXTRA LOCK-DOWN GROOVES, OVERPULL SPLIT RING PER NOBLE QP Q504.01 XXXX * 18-3/4" HOUSING JOINT FABRICATION CONSISTS OF: * PIPE: CUSTOMER SUPPLIED, 22" O.D. X 1.250" WALL, API 5L GRADE X-80, D.S.A.W., RANGE III, PEB X PEB * PIPE: CUSTOMER SUPPLIED, 22" O.D. X 1.250" WALL, API 5L GRADE X-80, D.S.A.W., RANGE III, PEB X H-90DM/MT * 18-3/4" WELLHEAD HOUSING: P/N 2-406862-07, CP14901-06.			EA		1			0			
Drilquip - Houston	Drilquip	2-406862-07	00301981-03	ELD Rack: E03G	18-3/4" RIGID LOCKDOWN BIG BORE II WELLHEAD HOUSING, TYPE SS-15, UPPER PREP. FOR CAM ACTUATED RUNNING TOOL. 27" O.D. MANDREL WELLHEAD PROFILE COMPATABLE WITH HD-H4 CONNECTOR, WITH INCONEL "VX/VT" GASKET PREP. UP, 22" O.D. X 1.250" WALL B.W.P., 18.510" MIN ID, API 17D, V, DD, PSL-3, H2S SERVICE. SOLID BENDING REACTION RING, EXTRA LOCK-DOWN GROOVES, OVERPULL SPLIT RING PER NOBLE QP Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-411654-02	00307379-01	ELD Rack: NYD CC-9 8	SLOPE INDICATOR MOUNTING BRACKET, TYPE SS-10/15, WITH 0-2 DEGREE BULLSEYE, FOR USE ON 38", 36" OR 30" CONDUCTOR PIPE, WITHOUT WELD-ON FLANGE. WITH MUDSTICK INDICATOR ROD, NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-411654-02	00305121-03	ELD Rack: NYD CC-9 8	SLOPE INDICATOR MOUNTING BRACKET, TYPE SS-10/15, WITH 0-2 DEGREE BULLSEYE, FOR USE ON 38", 36" OR 30" CONDUCTOR PIPE, WITHOUT WELD-ON FLANGE. WITH MUDSTICK INDICATOR ROD, NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-411654-02	00305121-01	ELD Rack: NYD CC-9 15	SLOPE INDICATOR MOUNTING BRACKET, TYPE SS-10/15, WITH 0-2 DEGREE BULLSEYE, FOR USE ON 38", 36" OR 30" CONDUCTOR PIPE, WITHOUT WELD-ON FLANGE. WITH MUDSTICK INDICATOR ROD, NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-411654-02	00305121-02	ELD Rack: NYD CC-9 15	SLOPE INDICATOR MOUNTING BRACKET, TYPE SS-10/15, WITH 0-2 DEGREE BULLSEYE, FOR USE ON 38", 36" OR 30" CONDUCTOR PIPE, WITHOUT WELD-ON FLANGE. WITH MUDSTICK INDICATOR ROD, NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-404172-09	00307579-01	ELD Rack: B15G 4	36" WELLHEAD HOUSING RIGID LOCKDOWN/ANNULUS SHUT-OFF, TYPE SS-15: 36" O.D. X 2.000" WALL B.W.P. I.D. PREP. FOR CAM ACTUATED RUNNING TOOL. HYDRATE DIVERSION SEAL. MIN. I.D. 30.617". MATERIAL CLASS AA, TEMP. V, PSL-3, API-17D. PROFILE FOR OVERPULL SPLIT RING. PER NOBLE QP Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-404172-09	00307579-02	ELD Rack: B15G 4	36" WELLHEAD HOUSING RIGID LOCKDOWN/ANNULUS SHUT-OFF, TYPE SS-15: 36" O.D. X 2.000" WALL B.W.P. I.D. PREP. FOR CAM ACTUATED RUNNING TOOL. HYDRATE DIVERSION SEAL. MIN. I.D. 30.617". MATERIAL CLASS AA, TEMP. V, PSL-3, API-17D. PROFILE FOR OVERPULL SPLIT RING. PER NOBLE QP Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-413828-02	00307667-01	ELD Rack: NYD CC-9 18	SLOPE INDICATOR MOUNTING BRACKET, TYPE SS-15/10/10C, WITH 0-2 DEGREE BULLSEYE. FOR USE ON 38", 36" OR 30" CONDUCTOR PIPE, WITHOUT WELD-ON FLANGE, WITH 3-3/4 TON LIFTING SHACKLES. NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-413828-02	00307667-03	ELD Rack: NYD CC-9 18	SLOPE INDICATOR MOUNTING BRACKET, TYPE SS-15/10/10C, WITH 0-2 DEGREE BULLSEYE. FOR USE ON 38", 36" OR 30" CONDUCTOR PIPE, WITHOUT WELD-ON FLANGE, WITH 3-3/4 TON LIFTING SHACKLES. NOBLE QUALITY PLAN Q504.01			EA			1			0		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Drilquip - Houston	Drilquip	2-413828-02	00307667-02	ELD Rack: NYD CC-9 20	SLOPE INDICATOR MOUNTING BRACKET, TYPE SS-15/10/10C, WITH 0-2 DEGREE BULLSEYE. FOR USE ON 38", 36" OR 30" CONDUCTOR PIPE, WITHOUT WELD-ON FLANGE, WITH 3-3/4 TON LIFTING SHACKLES. NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-413828-02	00307667-04	ELD Rack: NYD CC-9 20	SLOPE INDICATOR MOUNTING BRACKET, TYPE SS-15/10/10C, WITH 0-2 DEGREE BULLSEYE. FOR USE ON 38", 36" OR 30" CONDUCTOR PIPE, WITHOUT WELD-ON FLANGE, WITH 3-3/4 TON LIFTING SHACKLES. NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-406862-07	00303913-02	ELD Rack: E03G	18-3/4" RIGID LOCKDOWN BIG BORE II WELLHEAD HOUSING, TYPE SS-15, UPPER PREP. FOR CAM ACTUATED RUNNING TOOL. 27" O.D. MANDREL WELLHEAD PROFILE COMPATABLE WITH HD-H4 CONNECTOR, WITH INCONEL "VK/VT" GASKET PREP. UP, 22" O.D. X 1.250" WALL B.W.P., 18.510" MIN ID, API 17D, V, DD, PSL-3, H25 SERVICE. SOLID BENDING REACTION RING, EXTRA LOCK-DOWN GROOVES, OVERPULL SPLIT RING PER NOBLE QP Q504.01			EA			1		0			
Drilquip - Houston	Drilquip	2-406862-07	00303913-01	ELD Rack: E03G	18-3/4" RIGID LOCKDOWN BIG BORE II WELLHEAD HOUSING, TYPE SS-15, UPPER PREP. FOR CAM ACTUATED RUNNING TOOL. 27" O.D. MANDREL WELLHEAD PROFILE COMPATABLE WITH HD-H4 CONNECTOR, WITH INCONEL "VK/VT" GASKET PREP. UP, 22" O.D. X 1.250" WALL B.W.P., 18.510" MIN ID, API 17D, V, DD, PSL-3, H25 SERVICE. SOLID BENDING REACTION RING, EXTRA LOCK-DOWN GROOVES, OVERPULL SPLIT RING PER NOBLE QP Q504.01			EA			1		0			
Drilquip - Houston	Drilquip	2-408641-04	00308005-01	ELD Rack: F208	18-3/4" X 13-3/8" BUSHING SLEEVE, TYPE SS-15, FOR H25, TO BE RUN WITH MULTIPLE RUNNING AND RETRIEVING SUBS (12.25" DIA.), BIT RUNNABLE SELECTIVE RETRIEVAL, RATED FOR HIGH TEMP./HIGH LOAD, NOBLE QUALITY PLAN Q504.01		GC 200	EA			1			0		
Drilquip - Houston	Drilquip	2-406862-07	00305770-01	ELD Rack: E03G	18-3/4" RIGID LOCKDOWN BIG BORE II WELLHEAD HOUSING, TYPE SS-15, UPPER PREP. FOR CAM ACTUATED RUNNING TOOL. 27" O.D. MANDREL WELLHEAD PROFILE COMPATABLE WITH HD-H4 CONNECTOR, WITH INCONEL "VK/VT" GASKET PREP. UP, 22" O.D. X 1.250" WALL B.W.P., 18.510" MIN ID, API 17D, V, DD, PSL-3, H25 SERVICE. SOLID BENDING REACTION RING, EXTRA LOCK-DOWN GROOVES, OVERPULL SPLIT RING PER NOBLE QP Q504.01			EA			1		0			
Drilquip - Houston	Drilquip	2-406862-07	00305770-02	ELD Rack: E03G	18-3/4" RIGID LOCKDOWN BIG BORE II WELLHEAD HOUSING, TYPE SS-15, UPPER PREP. FOR CAM ACTUATED RUNNING TOOL. 27" O.D. MANDREL WELLHEAD PROFILE COMPATABLE WITH HD-H4 CONNECTOR, WITH INCONEL "VK/VT" GASKET PREP. UP, 22" O.D. X 1.250" WALL B.W.P., 18.510" MIN ID, API 17D, V, DD, PSL-3, H25 SERVICE. SOLID BENDING REACTION RING, EXTRA LOCK-DOWN GROOVES, OVERPULL SPLIT RING PER NOBLE QP Q504.01			EA			1		0			
Drilquip - Houston	Drilquip	2-411654-02	00307717-02	ELD Rack: NYD DD-9	SLOPE INDICATOR MOUNTING BRACKET, TYPE SS-10/15, WITH 0-2 DEGREE BULLSEYE, FOR USE ON 38", 36" OR 30" CONDUCTOR PIPE, WITHOUT WELD-ON FLANGE. WITH MUDSTICK INDICATOR ROD, NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-413195-02	00302846-04	ELD Rack: L42	36" X 28" SUPPLEMENTAL ADAPTER, 36" O.D. X 2.000" WALL BUTTWELD PREP. UP X 36" O.D. X 2.000" WALL BUTTWELD PREP. DOWN, WITH TWELVE (12) 4" FLOW-BY PORTS AND INTERNAL POSITIVE STOP PROFILE FOR 28" SCAB HANGER, MIN. I.D. 30.240", OAL APPROX. 28" PER NOBLE QP Q504.01			EA			1		0			
Drilquip - Houston	Drilquip	2-413138-03	00308594-03	ELD Rack: F206	22" X 18" SUPPLEMENTAL CASING HANGER, TYPE SS-15, 18" BLANK PIN DOWN, PSL-3, WITH BIG BORE II, MONOGRAM PER API 17D, NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-413138-03	00308594-02	ELD Rack: F193	22" X 18" SUPPLEMENTAL CASING HANGER, TYPE SS-15, 18" BLANK PIN DOWN, PSL-3, WITH BIG BORE II, MONOGRAM PER API 17D, NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-413138-03	00308594-01	ELD Rack: F193	22" X 18" SUPPLEMENTAL CASING HANGER, TYPE SS-15, 18" BLANK PIN DOWN, PSL-3, WITH BIG BORE II, MONOGRAM PER API 17D, NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-413198-02	00299440-01	ELD Rack: B14G	22" X 16" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 10,000 PSI, WITH 22" O.D. X 1.250" WALL BUTTWELD PREP. UP AND DOWN. SYSTEM RATED FOR 1.5 MILLION LBS. OF 16" CASING AND 10,000 PSI, WITH WELD MOLD INLAY ON LOAD PROFILE, MIN. I.D.18.375", 22.186" MAX O.D., AA, PSL-3, STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01			EA			1		0			
Drilquip - Houston	Drilquip	2-413198-02	00299440-03	ELD Rack: B14G	22" X 16" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 10,000 PSI, WITH 22" O.D. X 1.250" WALL BUTTWELD PREP. UP AND DOWN. SYSTEM RATED FOR 1.5 MILLION LBS. OF 16" CASING AND 10,000 PSI, WITH WELD MOLD INLAY ON LOAD PROFILE, MIN. I.D.18.375", 22.186" MAX O.D., AA, PSL-3, STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01			EA			1		0			
Drilquip - Houston	Drilquip	2-413195-02	00302846-01	ELD Rack: L14	36" X 28" SUPPLEMENTAL ADAPTER, 36" O.D. X 2.000" WALL BUTTWELD PREP. UP X 36" O.D. X 2.000" WALL BUTTWELD PREP. DOWN, WITH TWELVE (12) 4" FLOW-BY PORTS AND INTERNAL POSITIVE STOP PROFILE FOR 28" SCAB HANGER, MIN. I.D. 30.240", OAL APPROX. 28" PER NOBLE QP Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-413195-02	00302846-02	ELD Rack: L21	36" X 28" SUPPLEMENTAL ADAPTER, 36" O.D. X 2.000" WALL BUTTWELD PREP. UP X 36" O.D. X 2.000" WALL BUTTWELD PREP. DOWN, WITH TWELVE (12) 4" FLOW-BY PORTS AND INTERNAL POSITIVE STOP PROFILE FOR 28" SCAB HANGER, MIN. I.D. 30.240", OAL APPROX. 28" PER NOBLE QP Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-404191-12	00309096-01	ELD Rack: F218	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER, 22" O.D. X 1.000" WALL BUTTWELD PREP. UP X 22.13" O.D. X .750" WALL BUTTWELD PREP. DOWN, MIN. I.D. 18.250", STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-404254-05	00309084-01	ELD Rack: A79	18-3/4" SEAL ASSEMBLY: TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13-3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H25 SERVICE PER NOBLE QP Q504.01		MC 519 #3	EA			1			0		
Drilquip - Houston	Drilquip	2-408632-05	00309499-01	ELD Rack: F205	18-3/4" BIG BORE WEAR SLEEVE, TYPE SS-15, TO BE RUN WITH 14.50"/14.75" DIA. WEAR SLEEVE RUNNING AND RETRIEVING BIT SUBS, UPPER PROFILE WILL WORK WITH SPECIAL B.O.P. TEST TOOL ADAPTER, "J" LUG STYLE, NOBLE QUALITY PLAN Q504.01		MC 519 #3	EA			1			0		
Drilquip - Houston	Drilquip	2-408632-05	00309499-03	ELD Rack: F197	18-3/4" BIG BORE WEAR SLEEVE, TYPE SS-15, TO BE RUN WITH 14.50"/14.75" DIA. WEAR SLEEVE RUNNING AND RETRIEVING BIT SUBS, UPPER PROFILE WILL WORK WITH SPECIAL B.O.P. TEST TOOL ADAPTER, "J" LUG STYLE, NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-408632-05	00309499-02	ELD Rack: E204	18-3/4" BIG BORE WEAR SLEEVE, TYPE SS-15, TO BE RUN WITH 14.50"/14.75" DIA. WEAR SLEEVE RUNNING AND RETRIEVING BIT SUBS, UPPER PROFILE WILL WORK WITH SPECIAL B.O.P. TEST TOOL ADAPTER, "J" LUG STYLE, NOBLE QUALITY PLAN Q504.01			EA			1			0		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Drilquip - Houston	Drilquip	2-408063-08	00309552-01	ELD Rack: F201	18-3/4" X 13-3/8" ADAPTER SLEEVE, TYPE SS-15, TO BE RUN WITH 6-5/8" TOOL JOINT SELECTIVE RETRIEVAL SUB AND 13-3/8" WEAR BUSHING, FOR USE WITH BIG BORE OR STANDARD BORE WELLHEAD SYSTEMS, 1" LUG STYLE, NOBLE QUALITY PLAN Q504.01		GC 40-1	EA			1			0		
Drilquip - Houston	Drilquip	2-413198-02	00302105-03	ELD Rack: B14G	22" X 16" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 10,000 PSI, WITH 22" O.D. X 1.250" WALL BUTTWELD PREP. UP AND DOWN. SYSTEM RATED FOR 1.5 MILLION LBS. OF 16" CASING AND 10,000 PSI, WITH WELD MOLD INLAY ON LOAD PROFILE, MIN. I.D.18.375", 22.186" MAX O.D., AA, PSL-3, STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01			EA		1			0			
Drilquip - Houston	Drilquip	2-413198-02	00302105-02	ELD Rack: B14G	22" X 16" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 10,000 PSI, WITH 22" O.D. X 1.250" WALL BUTTWELD PREP. UP AND DOWN. SYSTEM RATED FOR 1.5 MILLION LBS. OF 16" CASING AND 10,000 PSI, WITH WELD MOLD INLAY ON LOAD PROFILE, MIN. I.D.18.375", 22.186" MAX O.D., AA, PSL-3, STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01			EA		1			0			
Drilquip - Houston	Drilquip	2-413198-02	00302105-04	ELD Rack: B14G	22" X 16" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 10,000 PSI, WITH 22" O.D. X 1.250" WALL BUTTWELD PREP. UP AND DOWN. SYSTEM RATED FOR 1.5 MILLION LBS. OF 16" CASING AND 10,000 PSI, WITH WELD MOLD INLAY ON LOAD PROFILE, MIN. I.D.18.375", 22.186" MAX O.D., AA, PSL-3, STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01			EA		1			0			
Drilquip - Houston	Drilquip	2-408641-04	00310224-01	ELD Rack: F187	18-3/4" X 13-3/8" BUSHING SLEEVE, TYPE SS-15, FOR H25, TO BE RUN WITH MULTIPLE RUNNING AND RETRIEVING SUBS (12.25" DIA.), BIT RUNNABLE SELECTIVE RETRIEVAL, RATED FOR HIGH TEMP./HIGH LOAD, NOBLE QUALITY PLAN Q504.01		GC 40-1	EA			1			0		
Drilquip - Houston	Drilquip	2-405222-03	00303431-01	ELD Rack: D06G	18-3/4" SELECTABLE BORE PROTECTOR J-TYPE RUNNING AND RETRIEVING TOOL, TYPE SS-15, 6-5/8" API F.H. BOX UP WITH BORE BACK RELIEF BY PIN WITH RELIEF GROOVE, 9.980" MAX. O.D., EXTENDED WEAR AREA, NOBLE QUALITY PLAN Q504.01		GC 40-1	EA			1			0		
Drilquip - Houston	Drilquip	2-405222-03	00303431-02	ELD Rack: F211	18-3/4" SELECTABLE BORE PROTECTOR J-TYPE RUNNING AND RETRIEVING TOOL, TYPE SS-15, 6-5/8" API F.H. BOX UP WITH BORE BACK RELIEF BY PIN WITH RELIEF GROOVE, 9.980" MAX. O.D., EXTENDED WEAR AREA, NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-405222-03	00303431-03	ELD Rack: F211	18-3/4" SELECTABLE BORE PROTECTOR J-TYPE RUNNING AND RETRIEVING TOOL, TYPE SS-15, 6-5/8" API F.H. BOX UP WITH BORE BACK RELIEF BY PIN WITH RELIEF GROOVE, 9.980" MAX. O.D., EXTENDED WEAR AREA, NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-405222-03	00303431-04	ELD Rack: F211	18-3/4" SELECTABLE BORE PROTECTOR J-TYPE RUNNING AND RETRIEVING TOOL, TYPE SS-15, 6-5/8" API F.H. BOX UP WITH BORE BACK RELIEF BY PIN WITH RELIEF GROOVE, 9.980" MAX. O.D., EXTENDED WEAR AREA, NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-404172-09	00310309-01	ELD Rack: B15G 2	36" WELLHEAD HOUSING RIGID LOCKDOWN/ANNULUS SHUT-OFF, TYPE SS-15: 36" O.D. X 2.000" WALL B.W.P. I.D. PREP. FOR CAM ACTUATED RUNNING TOOL. HYDRATE DIVERSION SEAL. MIN. I.D. 30.617". MATERIAL CLASS AA, TEMP. V, PSL-3, API-17D. PROFILE FOR OVERPULL SPLIT RING. PER NOBLE QP Q504.01			EA		1			0			
Drilquip - Houston	Drilquip	2-404172-09	00310309-02	ELD Rack: B15G 2	36" WELLHEAD HOUSING RIGID LOCKDOWN/ANNULUS SHUT-OFF, TYPE SS-15: 36" O.D. X 2.000" WALL B.W.P. I.D. PREP. FOR CAM ACTUATED RUNNING TOOL. HYDRATE DIVERSION SEAL. MIN. I.D. 30.617". MATERIAL CLASS AA, TEMP. V, PSL-3, API-17D. PROFILE FOR OVERPULL SPLIT RING. PER NOBLE QP Q504.01			EA		1			0			
Drilquip - Houston	Drilquip	2-407284-18	00310048-01	ELD Rack: F200	22" X 16" POSITIVE STOP CASING HANGER: TYPE SS-10/15, 10,000 PSI, 16" BLANK PIN DOWN, 14.590" MIN. I.D., V, AA, PSL-3, FOR USE WITH 16" OR 16.125" NOMINAL O.D. CASING, FOR USE WITH BIG BORE II WELLHEAD SYSTEM, RATED FOR 1.5-MILLION LBS. OF CASING AND 10,000 PSI PER NOBLE QUALITY PLAN Q504.01			EA		1			0			
Drilquip - Houston	Drilquip	2-407284-18	00310048-02	ELD Rack: F205	22" X 16" POSITIVE STOP CASING HANGER: TYPE SS-10/15, 10,000 PSI, 16" BLANK PIN DOWN, 14.590" MIN. I.D., V, AA, PSL-3, FOR USE WITH 16" OR 16.125" NOMINAL O.D. CASING, FOR USE WITH BIG BORE II WELLHEAD SYSTEM, RATED FOR 1.5-MILLION LBS. OF CASING AND 10,000 PSI PER NOBLE QUALITY PLAN Q504.01			EA		1			0			
Drilquip - Houston	Drilquip	2-407284-18	00310048-03	ELD Rack: F200	22" X 16" POSITIVE STOP CASING HANGER: TYPE SS-10/15, 10,000 PSI, 16" BLANK PIN DOWN, 14.590" MIN. I.D., V, AA, PSL-3, FOR USE WITH 16" OR 16.125" NOMINAL O.D. CASING, FOR USE WITH BIG BORE II WELLHEAD SYSTEM, RATED FOR 1.5-MILLION LBS. OF CASING AND 10,000 PSI PER NOBLE QUALITY PLAN Q504.01			EA		1			0			
Drilquip - Houston	Drilquip	2-413137-02	00310376-01	ELD Rack: L1	36" X 28" POSITIVE STOP CASING HANGER, 28" O.D. X .750" WALL BUTTWELD PREP., MAX. O.D. 30.510", MIN. I.D. 26.50", WITHOUT FLOWBY, WITH SPLIT LOCKDOWN RING, LIP SEAL AND O-RING, MONOGRAM PER API 17D, NOBLE QUALITY PLAN Q504.01			EA		1			0			
Drilquip - Houston	Drilquip	2-413137-02	00310376-02	ELD Rack: L2	36" X 28" POSITIVE STOP CASING HANGER, 28" O.D. X .750" WALL BUTTWELD PREP., MAX. O.D. 30.510", MIN. I.D. 26.50", WITHOUT FLOWBY, WITH SPLIT LOCKDOWN RING, LIP SEAL AND O-RING, MONOGRAM PER API 17D, NOBLE QUALITY PLAN Q504.01			EA		1			0			
Drilquip - Houston	Drilquip	2-410497-03	00310480-03	ELD Rack: F214	18-3/4" X 14" BIG BORE II CASING HANGER: TYPE SS-15, HIGH PRESSURE/HIGH TEMPERATURE, UPPER I.D. PREP. FOR CAM ACTUATED RUNNING TOOL, O.D. PREP. FOR WEIGHT SET METAL-TO-METAL SEAL ASSEMBLY, 14" BLANK BOX, MATERIAL CLASS: AA, TEMP. RATING: V, PSL-3 NOBLE QUALITY PLAN Q504.01			EA		1			0			
Drilquip - Houston	Drilquip	2-410497-09	00310480-04	ELD Rack: F199	18-3/4" X 14" CASING HANGER, 14" HYDRIL 523 (115 LBS/FT) BOX DOWN X 12.375" MIN ID X, API 17D, V, AA, PSL-3, RATED F/HIGH TEMPERATURE/HIGH LOAD, SPECIAL, F/FIELDWOOD KATMAI			EA		1			0			
Drilquip - Houston	Drilquip	2-410497-09	00310644-02	ELD Rack: NYD YR #2	18-3/4" X 14" CASING HANGER, 14" HYDRIL 523 (115 LBS/FT) BOX DOWN X 12.375" MIN ID X, API 17D, V, AA, PSL-3, RATED F/HIGH TEMPERATURE/HIGH LOAD, SPECIAL, F/FIELDWOOD KATMAI XXXX * 14" CASING HANGER JOINT BUCK-UP CONSISTS OF: * PIPE: CUSTOMER SUPPLIED 14", 115 LB/FT, Q125-ICV, 20 FT. LONG, 14" 115# HYD 523 PIN X 13.5/8" 88.2 LB/FT VAM SLU II PIN, * 14" CASING HANGER: P/N 2-410497-09, CP15152-01, ITEMS 32.		MC 519 #3	EA		1			0			
Drilquip - Houston	Drilquip	2-410497-09	00310644-03	ELD Rack: F199	18-3/4" X 14" CASING HANGER, 14" HYDRIL 523 (115 LBS/FT) BOX DOWN X 12.375" MIN ID X, API 17D, V, AA, PSL-3, RATED F/HIGH TEMPERATURE/HIGH LOAD, SPECIAL, F/FIELDWOOD KATMAI			EA		1				0		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Drilquip - Houston	Drilquip	2-410497-03	00310644-04	ELD Rack: F213	18-3/4" X 14" BIG BORE II CASING HANGER, TYPE SS-15, HIGH PRESSURE/HIGH TEMPERATURE, UPPER I.D. PREP. FOR CAM ACTUATED RUNNING TOOL, O.D. PREP. FOR WEIGHT SET METAL-TO-METAL SEAL ASSEMBLY, 14" BLANK BOX, MATERIAL CLASS: AA, TEMP. RATING: V, PSL-3 NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-410497-03	00310644-01	ELD Rack: F213	18-3/4" X 14" BIG BORE II CASING HANGER, TYPE SS-15, HIGH PRESSURE/HIGH TEMPERATURE, UPPER I.D. PREP. FOR CAM ACTUATED RUNNING TOOL, O.D. PREP. FOR WEIGHT SET METAL-TO-METAL SEAL ASSEMBLY, 14" BLANK BOX, MATERIAL CLASS: AA, TEMP. RATING: V, PSL-3 NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-413138-03	00310573-01	ELD Rack: F199	22" X 18" SUPPLEMENTAL CASING HANGER, TYPE SS-15, 18" BLANK PIN DOWN, PSL-3, WITH BIG BORE II, MONOGRAM PER API 17D, NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-408632-05	00310618-01	ELD Rack: F218	18-3/4" BIG BORE WEAR SLEEVE, TYPE SS-15, TO BE RUN WITH 14.50"/14.75" DIA. WEAR SLEEVE RUNNING AND RETRIEVING BIT SUBS, UPPER PROFILE WILL WORK WITH SPECIAL B.O.P. TEST TOOL ADAPTER, "J" LUG STYLE, NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-408641-04	00310754-01	ELD Rack: F187	18-3/4" X 13-3/8" BUSHING SLEEVE, TYPE SS-15, FOR H2S, TO BE RUN WITH MULTIPLE RUNNING AND RETRIEVING SUBS (12.25" DIA.), BIT RUNNABLE SELECTIVE RETRIEVAL, RATED FOR HIGH TEMP./HIGH LOAD, NOBLE QUALITY PLAN Q504.01		GC 40-1	EA			1			0		
Drilquip - Houston	Drilquip	2-408063-08	00310622-01	ELD Rack: F206	18-3/4" X 13-3/8" ADAPTER SLEEVE, TYPE SS-15, TO BE RUN WITH 6-5/8" TOOL JOINT SELECTIVE RETRIEVAL SUB AND 13-3/8" WEAR BUSHING, FOR USE WITH BIG BORE OR STANDARD BORE WELLHEAD SYSTEMS, "J" LUG STYLE, NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-408063-08	00310622-02	ELD Rack: F206	18-3/4" X 13-3/8" ADAPTER SLEEVE, TYPE SS-15, TO BE RUN WITH 6-5/8" TOOL JOINT SELECTIVE RETRIEVAL SUB AND 13-3/8" WEAR BUSHING, FOR USE WITH BIG BORE OR STANDARD BORE WELLHEAD SYSTEMS, "J" LUG STYLE, NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-404191-12	00310874-03	ELD Rack: K53	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER, 22" O.D. X 1.000" WALL BUTTWELD PREP. UP X 22.13" O.D. X .750" WALL BUTTWELD PREP. DOWN, MIN. I.D. 18.250", STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-404191-12	00310874-02	ELD Rack: K53	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER, 22" O.D. X 1.000" WALL BUTTWELD PREP. UP X 22.13" O.D. X .750" WALL BUTTWELD PREP. DOWN, MIN. I.D. 18.250", STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-404191-12	00310874-01	ELD Rack: L86	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER, 22" O.D. X 1.000" WALL BUTTWELD PREP. UP X 22.13" O.D. X .750" WALL BUTTWELD PREP. DOWN, MIN. I.D. 18.250", STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-404191-12	00310819-01	ELD Rack: K67	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER, 22" O.D. X 1.000" WALL BUTTWELD PREP. UP X 22.13" O.D. X .750" WALL BUTTWELD PREP. DOWN, MIN. I.D. 18.250", STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-404191-12	00310819-02	ELD Rack: K67	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER, 22" O.D. X 1.000" WALL BUTTWELD PREP. UP X 22.13" O.D. X .750" WALL BUTTWELD PREP. DOWN, MIN. I.D. 18.250", STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-404191-12	00310819-03	ELD Rack: F204	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER, 22" O.D. X 1.000" WALL BUTTWELD PREP. UP X 22.13" O.D. X .750" WALL BUTTWELD PREP. DOWN, MIN. I.D. 18.250", STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-413138-03	00310814-02	ELD Rack: F192	22" X 18" SUPPLEMENTAL CASING HANGER, TYPE SS-15, 18" BLANK PIN DOWN, PSL-3, WITH BIG BORE II, MONOGRAM PER API 17D, NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-413138-03	00310814-03	ELD Rack: F213	22" X 18" SUPPLEMENTAL CASING HANGER, TYPE SS-15, 18" BLANK PIN DOWN, PSL-3, WITH BIG BORE II, MONOGRAM PER API 17D, NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-413138-03	00310814-04	ELD Rack: F213	22" X 18" SUPPLEMENTAL CASING HANGER, TYPE SS-15, 18" BLANK PIN DOWN, PSL-3, WITH BIG BORE II, MONOGRAM PER API 17D, NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-413138-03	00310814-01	ELD Rack: F192	22" X 18" SUPPLEMENTAL CASING HANGER, TYPE SS-15, 18" BLANK PIN DOWN, PSL-3, WITH BIG BORE II, MONOGRAM PER API 17D, NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-406862-07	00310833-01	ELD Rack: E03G	18-3/4" RIGID LOCKDOWN BIG BORE II WELLHEAD HOUSING, TYPE SS-15, UPPER PREP. FOR CAM ACTUATED RUNNING TOOL. 27" O.D. MANDREL WELLHEAD PROFILE COMPATABLE WITH HD-H4 CONNECTOR, WITH INCONEL "VX/VT" GASKET PREP. UP, 22" O.D. X 1.250" WALL B.W.P., 18.510" MIN ID, API 17D, V, DD, PSL-3, H2S SERVICE. SOLID BENDING REACTION RING, EXTRA LOCK-DOWN GROOVES, OVERPULL SPLIT RING PER NOBLE QP Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-406862-07	00310833-03	ELD Rack: E03G	18-3/4" RIGID LOCKDOWN BIG BORE II WELLHEAD HOUSING, TYPE SS-15, UPPER PREP. FOR CAM ACTUATED RUNNING TOOL. 27" O.D. MANDREL WELLHEAD PROFILE COMPATABLE WITH HD-H4 CONNECTOR, WITH INCONEL "VX/VT" GASKET PREP. UP, 22" O.D. X 1.250" WALL B.W.P., 18.510" MIN ID, API 17D, V, DD, PSL-3, H2S SERVICE. SOLID BENDING REACTION RING, EXTRA LOCK-DOWN GROOVES, OVERPULL SPLIT RING PER NOBLE QP Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-406862-07	00310833-04	ELD Rack: E03G	18-3/4" RIGID LOCKDOWN BIG BORE II WELLHEAD HOUSING, TYPE SS-15, UPPER PREP. FOR CAM ACTUATED RUNNING TOOL. 27" O.D. MANDREL WELLHEAD PROFILE COMPATABLE WITH HD-H4 CONNECTOR, WITH INCONEL "VX/VT" GASKET PREP. UP, 22" O.D. X 1.250" WALL B.W.P., 18.510" MIN ID, API 17D, V, DD, PSL-3, H2S SERVICE. SOLID BENDING REACTION RING, EXTRA LOCK-DOWN GROOVES, OVERPULL SPLIT RING PER NOBLE QP Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-408455-05	00311226-01	ELD Rack: A83	22" X 18" BIG BORE II SEAL ASSEMBLY, TYPE SS-10/15/20, WEIGHT SET RESILIENT SEAL, PSL-2, STANDARD SERVICE, RATED 5,000 PSI, NOBLE QUALITY PLAN, Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-408455-05	00311226-03	ELD Rack: A81	22" X 18" BIG BORE II SEAL ASSEMBLY, TYPE SS-10/15/20, WEIGHT SET RESILIENT SEAL, PSL-2, STANDARD SERVICE, RATED 5,000 PSI, NOBLE QUALITY PLAN, Q504.01			EA			1			0		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Drillquip - Houston	Drillquip	2-408455-05	00311226-04	ELD Rack: A81	22" X 18" BIG BORE II SEAL ASSEMBLY: TYPE SS-10/15/20, WEIGHT SET RESILIENT SEAL, PSL-2, STANDARD SERVICE, RATED 5,000 PSI, NOBLE QUALITY PLAN, Q504.01			EA			1			0		
Drillquip - Houston	Drillquip	2-408524-05	00303429-01	ELD Rack: F190	18-3/4" STABILIZER SUB, TYPE SS-15, 7-5/8" API REG. DOWN X 7-5/8" API REG, BOX UP, TO BE RUN WITH 14.50"/14.75" 2-408632-05 WEAR SLEEVE AND 2-408525-06 BIT SUB, NOBLE QUALITY PLAN Q504.01		MC 519 #3	EA			1			0		
Drillquip - Houston	Drillquip	2-408524-05	00303429-02	ELD Rack: F208	18-3/4" STABILIZER SUB, TYPE SS-15, 7-5/8" API REG. DOWN X 7-5/8" API REG, BOX UP, TO BE RUN WITH 14.50"/14.75" 2-408632-05 WEAR SLEEVE AND 2-408525-06 BIT SUB, NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drillquip - Houston	Drillquip	2-408524-05	00303429-03	ELD Rack: F208	18-3/4" STABILIZER SUB, TYPE SS-15, 7-5/8" API REG. DOWN X 7-5/8" API REG, BOX UP, TO BE RUN WITH 14.50"/14.75" 2-408632-05 WEAR SLEEVE AND 2-408525-06 BIT SUB, NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drillquip - Houston	Drillquip	2-404254-05	00311715-01	ELD Rack: A80	18-3/4" SEAL ASSEMBLY: TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13-3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H25 SERVICE PER NOBLE QP Q504.01			EA			1			0		
Drillquip - Houston	Drillquip	2-404254-05	00311715-03	ELD Rack: A79	18-3/4" SEAL ASSEMBLY: TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13-3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H25 SERVICE PER NOBLE QP Q504.01		MC 519 #3	EA			1			0		
Drillquip - Houston	Drillquip	2-408063-08	00312053-01	ELD Rack: F185	18-3/4" X 13-3/8" ADAPTER SLEEVE, TYPE SS-15, TO BE RUN WITH 6-5/8" TOOL JOINT SELECTIVE RETRIEVAL SUB AND 13-3/8" WEAR BUSHING, FOR USE WITH BIG BORE OR STANDARD BORE WELLHEAD SYSTEMS, "J" LUG STYLE, NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drillquip - Houston	Drillquip	2-408455-05	00312112-02	ELD Rack: A81	22" X 18" BIG BORE II SEAL ASSEMBLY: TYPE SS-10/15/20, WEIGHT SET RESILIENT SEAL, PSL-2, STANDARD SERVICE, RATED 5,000 PSI, NOBLE QUALITY PLAN, Q504.01			EA			1			0		
Drillquip - Houston	Drillquip	2-408455-05	00312112-03	ELD Rack: A81	22" X 18" BIG BORE II SEAL ASSEMBLY: TYPE SS-10/15/20, WEIGHT SET RESILIENT SEAL, PSL-2, STANDARD SERVICE, RATED 5,000 PSI, NOBLE QUALITY PLAN, Q504.01			EA			1			0		
Drillquip - Houston	Drillquip	2-408455-05	00312112-04	ELD Rack: A81	22" X 18" BIG BORE II SEAL ASSEMBLY: TYPE SS-10/15/20, WEIGHT SET RESILIENT SEAL, PSL-2, STANDARD SERVICE, RATED 5,000 PSI, NOBLE QUALITY PLAN, Q504.01			EA			1			0		
Drillquip - Houston	Drillquip	2-408455-05	00312112-01	ELD Rack: A81	22" X 18" BIG BORE II SEAL ASSEMBLY: TYPE SS-10/15/20, WEIGHT SET RESILIENT SEAL, PSL-2, STANDARD SERVICE, RATED 5,000 PSI, NOBLE QUALITY PLAN, Q504.01			EA			1			0		
Drillquip - Houston	Drillquip	2-407284-18	00312260-01	ELD Rack: F194	22" X 16" POSITIVE STOP CASING HANGER: TYPE SS-10/15, 10,000 PSI, 16" BLANK PIN DOWN, 14.590" MIN. I.D., V, AA, PSL-3, FOR USE WITH 16" OR 16.125" NOMINAL O.D. CASING, FOR USE WITH BIG BORE II WELLHEAD SYSTEM, RATED FOR 1.5-MILLION LBS. OF CASING AND 10,000 PSI PER NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drillquip - Houston	Drillquip	2-407284-18	00312260-02	ELD Rack: F194	22" X 16" POSITIVE STOP CASING HANGER: TYPE SS-10/15, 10,000 PSI, 16" BLANK PIN DOWN, 14.590" MIN. I.D., V, AA, PSL-3, FOR USE WITH 16" OR 16.125" NOMINAL O.D. CASING, FOR USE WITH BIG BORE II WELLHEAD SYSTEM, RATED FOR 1.5-MILLION LBS. OF CASING AND 10,000 PSI PER NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drillquip - Houston	Drillquip	2-407284-18	00312402-01	ELD Rack: F183	22" X 16" POSITIVE STOP CASING HANGER: TYPE SS-10/15, 10,000 PSI, 16" BLANK PIN DOWN, 14.590" MIN. I.D., V, AA, PSL-3, FOR USE WITH 16" OR 16.125" NOMINAL O.D. CASING, FOR USE WITH BIG BORE II WELLHEAD SYSTEM, RATED FOR 1.5-MILLION LBS. OF CASING AND 10,000 PSI PER NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drillquip - Houston	Drillquip	2-407284-18	00312402-02	ELD Rack: F183	22" X 16" POSITIVE STOP CASING HANGER: TYPE SS-10/15, 10,000 PSI, 16" BLANK PIN DOWN, 14.590" MIN. I.D., V, AA, PSL-3, FOR USE WITH 16" OR 16.125" NOMINAL O.D. CASING, FOR USE WITH BIG BORE II WELLHEAD SYSTEM, RATED FOR 1.5-MILLION LBS. OF CASING AND 10,000 PSI PER NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drillquip - Houston	Drillquip	2-410497-09	00312456-01	ELD Rack: NYD YR #3	18-3/4" X 14" CASING HANGER, 14" HYDRIL 523 (115 LBS/FT) BOX DOWN X 12.375" MIN ID X, API 17D, V, AA, PSL-3, RATED F/HIGH TEMPERATURE/HIGH LOAD, SPECIAL, F/FIELDWOOD KATMAI XXXX * 14" CASING HANGER JOINT BUCK-UP CONSISTS OF: * PIPE: CUSTOMER SUPPLIED 14", 115 LB/FT, Q125-ICV, 20 FT. LONG, 14" 115# HYD 523 PIN X 13-5/8" 88.2 LB/FT VAM SLJ II PIN, * 14" CASING HANGER, P/N 2-410497-09, CP15334-03, ITEMS 33.			EA			1			0		
Drillquip - Houston	Drillquip	2-410497-03	00312508-01	ELD Rack: F184	18-3/4" X 14" BIG BORE II CASING HANGER: TYPE SS-15, HIGH PRESSURE/HIGH TEMPERATURE, UPPER I.D. PREP. FOR CAM ACTUATED RUNNING TOOL, O.D. PREP. FOR WEIGHT SET METAL-TO-METAL SEAL ASSEMBLY, 14" BLANK BOX, MATERIAL CLASS: AA, TEMP. RATING: V, PSL-3 NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drillquip - Houston	Drillquip	2-404254-05	00312161-03	ELD Rack: A84	18-3/4" SEAL ASSEMBLY: TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13-3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H25 SERVICE PER NOBLE QP Q504.01			EA			1			0		
Drillquip - Houston	Drillquip	2-407284-18	00312568-01	ELD Rack: F220	22" X 16" POSITIVE STOP CASING HANGER: TYPE SS-10/15, 10,000 PSI, 16" BLANK PIN DOWN, 14.590" MIN. I.D., V, AA, PSL-3, FOR USE WITH 16" OR 16.125" NOMINAL O.D. CASING, FOR USE WITH BIG BORE II WELLHEAD SYSTEM, RATED FOR 1.5-MILLION LBS. OF CASING AND 10,000 PSI PER NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drillquip - Houston	Drillquip	2-407284-18	00312568-02	ELD Rack: F186	22" X 16" POSITIVE STOP CASING HANGER: TYPE SS-10/15, 10,000 PSI, 16" BLANK PIN DOWN, 14.590" MIN. I.D., V, AA, PSL-3, FOR USE WITH 16" OR 16.125" NOMINAL O.D. CASING, FOR USE WITH BIG BORE II WELLHEAD SYSTEM, RATED FOR 1.5-MILLION LBS. OF CASING AND 10,000 PSI PER NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drillquip - Houston	Drillquip	2-407284-18	00312568-03	ELD Rack: F220	22" X 16" POSITIVE STOP CASING HANGER: TYPE SS-10/15, 10,000 PSI, 16" BLANK PIN DOWN, 14.590" MIN. I.D., V, AA, PSL-3, FOR USE WITH 16" OR 16.125" NOMINAL O.D. CASING, FOR USE WITH BIG BORE II WELLHEAD SYSTEM, RATED FOR 1.5-MILLION LBS. OF CASING AND 10,000 PSI PER NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drillquip - Houston	Drillquip	2-404391-07	00312626-01	ELD Rack: A05G	CROSSOVER SWEDGE: WITH 22" X 1.000" WALL BUTTWELD PREP DOWN X 22.13" X .750" WALL BUTTWELD PREP UP, NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drillquip - Houston	Drillquip	2-409052-02	IN CP FILE	ELD Rack: F207	4" NIPPLE PIPE FOR ANNULUS VENTING VALVE ASSEMBLY, 4" NPT MALE CONNECTION ONE END, "J" SLOT INTERFACE ONE END			EA			10			0		
Drillquip - Houston	Drillquip	2-404254-05	00313001-01	ELD Rack: A84	18-3/4" SEAL ASSEMBLY: TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13-3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H25 SERVICE PER NOBLE QP Q504.01			EA			1			0		



Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Drilquip - Houston	Drilquip	2-408455-05	00313180-02	ELD Rack: A83	22" X 18" BIG BORE II SEAL ASSEMBLY: TYPE SS-10/15/20, WEIGHT SET RESILIENT SEAL, PSL-2, STANDARD SERVICE, RATED 5,000 PSI, NOBLE QUALITY PLAN, Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-413573-02	00313356-01	ELD Rack: F204	18-3/4" X 10-3/4" GEN II CASING HANGER LOCK-DOWN SLEEVE, 15,000 PSI, TYPE SS-15, MIN. 9.262" I.D. TEMP. V, MAT'L CLASS DD, PSL-3, FOR H25, 2000 KIP RATED LOCK-DOWN CAPACITY, INCONEL CLADDED TREE SEAL INTERFACE, HIGH TEMPERATURE/HIGH LOAD SHOULDER, NOBLE QUALITY PLAN Q504.01		GC 40-1	EA			1			0		
Drilquip - Houston	Drilquip	2-404391-07	00313801-02	ELD Rack: F203	CROSSOVER SWEDGE: WITH 22" X 1.000" WALL BUTTWELD PREP DOWN X 22.13" X .750" WALL BUTTWELD PREP UP, NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-413198-02	00309922-01	ELD Rack: B146	22" X 16" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER, 10,000 PSI, WITH 22" O.D. X 1.250" WALL BUTTWELD PREP UP AND DOWN, SYSTEM RATED FOR 1.5 MILLION LBS. OF 16" CASING AND 10,000 PSI, WITH WELD MOLD INLAY ON LOAD PROFILE, MIN. I.D. 18.375", 22.186" MAX O.D., AA, PSL-3, STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-411888-07	00315155-01	ELD Rack: A83	22" X 16" BIG BORE II SEAL ASSEMBLY: WEIGHT SET METAL-TO-METAL, 10,000 PSI RATED, (10,000 PSI RATED WITH REDUCED CASING WEIGHT REQUIREMENTS) . H25 SERVICE. NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-411888-07	00315155-02	ELD Rack: A83	22" X 16" BIG BORE II SEAL ASSEMBLY: WEIGHT SET METAL-TO-METAL, 10,000 PSI RATED, (10,000 PSI RATED WITH REDUCED CASING WEIGHT REQUIREMENTS) . H25 SERVICE. NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-411888-07	00316049-01	ELD Rack: A79	22" X 16" BIG BORE II SEAL ASSEMBLY: WEIGHT SET METAL-TO-METAL, 10,000 PSI RATED, (10,000 PSI RATED WITH REDUCED CASING WEIGHT REQUIREMENTS) . H25 SERVICE. NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-411888-07	00315506-01	ELD Rack: A82	22" X 16" BIG BORE II SEAL ASSEMBLY: WEIGHT SET METAL-TO-METAL, 10,000 PSI RATED, (10,000 PSI RATED WITH REDUCED CASING WEIGHT REQUIREMENTS) . H25 SERVICE. NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-411888-07	00315506-02	ELD Rack: A82	22" X 16" BIG BORE II SEAL ASSEMBLY: WEIGHT SET METAL-TO-METAL, 10,000 PSI RATED, (10,000 PSI RATED WITH REDUCED CASING WEIGHT REQUIREMENTS) . H25 SERVICE. NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-411888-07	00317848-01	ELD Rack: A79	22" X 16" BIG BORE II SEAL ASSEMBLY: WEIGHT SET METAL-TO-METAL, 10,000 PSI RATED, (10,000 PSI RATED WITH REDUCED CASING WEIGHT REQUIREMENTS) . H25 SERVICE. NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-411888-07	00317848-02	ELD Rack: A79	22" X 16" BIG BORE II SEAL ASSEMBLY: WEIGHT SET METAL-TO-METAL, 10,000 PSI RATED, (10,000 PSI RATED WITH REDUCED CASING WEIGHT REQUIREMENTS) . H25 SERVICE. NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-411888-07	00317848-03	ELD Rack: A79	22" X 16" BIG BORE II SEAL ASSEMBLY: WEIGHT SET METAL-TO-METAL, 10,000 PSI RATED, (10,000 PSI RATED WITH REDUCED CASING WEIGHT REQUIREMENTS) . H25 SERVICE. NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-411888-07	00317848-04	ELD Rack: A79	22" X 16" BIG BORE II SEAL ASSEMBLY: WEIGHT SET METAL-TO-METAL, 10,000 PSI RATED, (10,000 PSI RATED WITH REDUCED CASING WEIGHT REQUIREMENTS) . H25 SERVICE. NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-411888-07	00317848-05	ELD Rack: A79	22" X 16" BIG BORE II SEAL ASSEMBLY: WEIGHT SET METAL-TO-METAL, 10,000 PSI RATED, (10,000 PSI RATED WITH REDUCED CASING WEIGHT REQUIREMENTS) . H25 SERVICE. NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-411888-07	00317848-06	ELD Rack: A79	22" X 16" BIG BORE II SEAL ASSEMBLY: WEIGHT SET METAL-TO-METAL, 10,000 PSI RATED, (10,000 PSI RATED WITH REDUCED CASING WEIGHT REQUIREMENTS) . H25 SERVICE. NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-404254-05	00319512-01	ELD Rack: A82	18-3/4" SEAL ASSEMBLY: TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13-3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H25 SERVICE PER NOBLE QP Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-404254-05	00319512-02	ELD Rack: A82	18-3/4" SEAL ASSEMBLY: TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13-3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H25 SERVICE PER NOBLE QP Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-404254-05	00319512-03	ELD Rack: A82	18-3/4" SEAL ASSEMBLY: TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13-3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H25 SERVICE PER NOBLE QP Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-404254-05	00319512-04	ELD Rack: A82	18-3/4" SEAL ASSEMBLY: TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13-3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H25 SERVICE PER NOBLE QP Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-404254-05	00319512-05	ELD Rack: A82	18-3/4" SEAL ASSEMBLY: TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13-3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H25 SERVICE PER NOBLE QP Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-409052-02	IN CP FILE	ELD Rack: F221	4" NIPPLE PIPE FOR ANNULUS VENTING VALVE ASSEMBLY, 4" NPT MALE CONNECTION ONE END, "J" SLOT INTERFACE ONE END QTY (14) LEFT TO USE.			EA			26			0		
Drilquip - Houston	Drilquip	2-404254-05	00320231-01	ELD Rack: A85	18-3/4" SEAL ASSEMBLY: TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13-3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H25 SERVICE PER NOBLE QP Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-404254-05	00320231-02	ELD Rack: A85	18-3/4" SEAL ASSEMBLY: TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13-3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H25 SERVICE PER NOBLE QP Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-404254-05	00320231-03	ELD Rack: A85	18-3/4" SEAL ASSEMBLY: TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13-3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H25 SERVICE PER NOBLE QP Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-414283-02	00321346-01	ELD Rack: F205	18-3/4" X 10-3/4" GEN II CASING HANGER LOCK-DOWN SLEEVE, 15,000 PSI, TYPE SS-15, V. DD, PSL-3, FOR H25, 2000 KIP RATED LOCK-DOWN CAPACITY, INCONEL CLADDED TREE SEAL INTERFACE, HIGH TEMPERATURE/HIGH LOAD SHOULDER, 9.555" I.D., NOBLE QUALITY PLAN Q504.01		MC 519 #3	EA			1			0		
Drilquip - Houston	Drilquip	2-408468-02	00299282-01	ELD Rack: E03G	18-3/4" BIG BORE II WELLHEAD HOUSING, 15,000 PSI, TYPE SS-15, 22" X 1.500" BUTTWELD PREP DOWN X HD-H4 PROFILE W/INCONEL VX-VT GSKT PREP UP, V, DD, PSL-3, F/H25, W/OVER-PULL SPLIT RING, RIGID LOCK-DOWN, & HYDRATE DIVERSION SEAL, SPECIAL, WITHOUT FLOWBY, W/EXTRA LOCK-DOWN GROOVES		KATMAIF, GC 40F 3, OSC-G-34536	EA			1			0		
Drilquip - Houston	Drilquip	2-408468-02	00299282-02	ELD Rack: E03G	18-3/4" BIG BORE II WELLHEAD HOUSING, 15,000 PSI, TYPE SS-15, 22" X 1.500" BUTTWELD PREP DOWN X HD-H4 PROFILE W/INCONEL VX-VT GSKT PREP UP, V, DD, PSL-3, F/H25, W/OVER-PULL SPLIT RING, RIGID LOCK-DOWN, & HYDRATE DIVERSION SEAL, SPECIAL, WITHOUT FLOWBY, W/EXTRA LOCK-DOWN GROOVES		KATMAIF, GC 40F 3, OSC-G-34536	EA			1			0		
Drilquip - Houston	Drilquip	240559-02	00306162-01	ELD Rack: F128	ANTI-ROTATION/CAM REACTION PLATE ASSEMBLY FOR 30" QUIK-JAY "B-IV".		MEXICO	EA			1			0		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Drilquip - Houston	Drilquip	2-414283-02	00323757-01	ELD Rack: F192	18-3/4" X 10-3/4" GEN II CASING HANGER LOCK-DOWN SLEEVE, 15,000 PSI, TYPE SS-15, V, DD, PSL-3, FOR H25, 2000 KIP RATED LOCK-DOWN CAPACITY, INCONEL CLADDED TREE SEAL INTERFACE, HIGH TEMPERATURE/HIGH LOAD SHOULDER, 9.555" I.D., NOBLE QUALITY PLAN Q504.01		CUSTOMER PROPERTY	EA			1			0		
Drilquip - Houston	Drilquip	2-414283-02	00323757-02	ELD Rack: F192	18-3/4" X 10-3/4" GEN II CASING HANGER LOCK-DOWN SLEEVE, 15,000 PSI, TYPE SS-15, V, DD, PSL-3, FOR H25, 2000 KIP RATED LOCK-DOWN CAPACITY, INCONEL CLADDED TREE SEAL INTERFACE, HIGH TEMPERATURE/HIGH LOAD SHOULDER, 9.555" I.D., NOBLE QUALITY PLAN Q504.01		CUSTOMER PROPERTY	EA			1			0		
Drilquip - Houston	Drilquip	2-414283-02	00325456-01	ELD Rack: F184	18-3/4" X 10-3/4" GEN II CASING HANGER LOCK-DOWN SLEEVE, 15,000 PSI, TYPE SS-15, V, DD, PSL-3, FOR H25, 2000 KIP RATED LOCK-DOWN CAPACITY, INCONEL CLADDED TREE SEAL INTERFACE, HIGH TEMPERATURE/HIGH LOAD SHOULDER, 9.555" I.D., NOBLE QUALITY PLAN Q504.01		CUSTOMER PROPERTY	EA			1			0		
Drilquip - Houston	Drilquip	2-414283-02	00325658-01	ELD Rack: F214	18-3/4" X 10-3/4" GEN II CASING HANGER LOCK-DOWN SLEEVE, 15,000 PSI, TYPE SS-15, V, DD, PSL-3, FOR H25, 2000 KIP RATED LOCK-DOWN CAPACITY, INCONEL CLADDED TREE SEAL INTERFACE, HIGH TEMPERATURE/HIGH LOAD SHOULDER, 9.555" I.D., NOBLE QUALITY PLAN Q504.01		CUSTOMER PROPERTY	EA			1			0		
Drilquip - Houston	Drilquip	2-404254-05	00327858-01	ELD Rack: A80	18-3/4" SEAL ASSEMBLY: TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13-3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H25 SERVICE PER NOBLE QP Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-416531-02	00325810-01	ELD Rack: B13G	22" X 16" BIG BORE II-H SUPPLEMENTAL CASING HANGER ADAPTER: TYPE SS-20/SS-15, 10,000 PSI, 22" O.D. X 1.500" WALL BUTTWELD PREP. DOWN BY 22" O.D. X 1.500" WALL BUTTWELD PREP. UP, MIN. I.D. 18.375", AA, PSL-3, TEMPERATURE 30"-300" F., FOR 16" BIG BORE II-H "NO-GO" STYLE SUPPLEMENTAL HANGER, WEIGHT SET, WITH PREP. FOR SELECTABLE WEAR BUSHING, RATED FOR 2-MILLION LBS. OF CASING, WITH FOUR (4) SHOULDER LOCK-RING PROFILE. NOBLE QUALITY PLAN Q504.01		KATMAIF, GC 40F 3, OSC-G-34536	EA			1			0		
Drilquip - Houston	Drilquip	2-416531-02	00325810-02	ELD Rack: B13G	22" X 16" BIG BORE II-H SUPPLEMENTAL CASING HANGER ADAPTER: TYPE SS-20/SS-15, 10,000 PSI, 22" O.D. X 1.500" WALL BUTTWELD PREP. DOWN BY 22" O.D. X 1.500" WALL BUTTWELD PREP. UP, MIN. I.D. 18.375", AA, PSL-3, TEMPERATURE 30"-300" F., FOR 16" BIG BORE II-H "NO-GO" STYLE SUPPLEMENTAL HANGER, WEIGHT SET, WITH PREP. FOR SELECTABLE WEAR BUSHING, RATED FOR 2-MILLION LBS. OF CASING, WITH FOUR (4) SHOULDER LOCK-RING PROFILE. NOBLE QUALITY PLAN Q504.01		KATMAIF, GC 40F 3, OSC-G-34536	EA			1			0		
Drilquip - Houston	Drilquip	2-412617-13	00328407-01	ELD Rack: A80	16" BIG BORE II-H SEAL ASSEMBLY: GEN. III, 5,000-10,000 PSI, TYPE SS-20/SS-15, API 6A, AA, PSL-3, TEMPERATURE 35"-300" F., FOR 16" BB II-H SUPPLEMENTAL CASING HANGER, BR STYLE, WEIGHT SET METAL TO METAL SEAL, RATED FOR 1.2 MM LBS. LOCK-DOWN. NOBLE QUALITY PLAN Q504.01		KATMAIF, GC 40F 3, OSC-G-34536	EA			1			0		
Drilquip - Houston	Drilquip	2-412617-13	00328407-02	ELD Rack: A80	16" BIG BORE II-H SEAL ASSEMBLY: GEN. III, 5,000-10,000 PSI, TYPE SS-20/SS-15, API 6A, AA, PSL-3, TEMPERATURE 35"-300" F., FOR 16" BB II-H SUPPLEMENTAL CASING HANGER, BR STYLE, WEIGHT SET METAL TO METAL SEAL, RATED FOR 1.2 MM LBS. LOCK-DOWN. NOBLE QUALITY PLAN Q504.01		KATMAIF, GC 40F 3, OSC-G-34536	EA			1			0		
Drilquip - Houston	Drilquip	2-403665-02	00293489-03	ELD Rack: F195	18-3/4" X 14-1/2" WEAR SLEEVE BIT SUB. 7-5/8" API REG. BOX UP X PIN DOWN.		STOCK	EA			1			0		
Drilquip - Houston	Drilquip	2-403665-02	00293489-04	ELD Rack: F195	18-3/4" X 14-1/2" WEAR SLEEVE BIT SUB. 7-5/8" API REG. BOX UP X PIN DOWN.		STOCK	EA			1			0		
Drilquip - Houston	Drilquip	2-403665-02	00293489-01	ELD Rack: F198	18-3/4" X 14-1/2" WEAR SLEEVE BIT SUB. 7-5/8" API REG. BOX UP X PIN DOWN.		STOCK	EA			1			0		
Drilquip - Houston	Drilquip	2-403665-02	00293489-02	ELD Rack: F198	18-3/4" X 14-1/2" WEAR SLEEVE BIT SUB. 7-5/8" API REG. BOX UP X PIN DOWN.		STOCK	EA			1			0		
Drilquip - Houston	Drilquip	2-403666-02	00333696-01	ELD Rack: F198	18-3/4" STABILIZER SUB FOR BIG BORE WEAR SLEEVES. 7-5/8" API REG. BOX UP X PIN DOWN.		STOCK	EA			1			0		
Drilquip - Houston	Drilquip	2-404122-02	00339241-02	ELD Rack: F223	18-3/4" X 13-3/8" SELECTABLE WEAR BUSHING/SLEEVE: TYPE SS-15, TO BE RUN WITH MULTIPLE RUNNING AND RETRIEVING SUBS (12.395" DIA.), BIT RUNNABLE SELECTIVE RETRIEVAL, UPPER PROFILE FOR B.O.P. TEST TOOL ADAPTER, BIG BORE AND STANDARD BORE WELLHEAD SYSTEMS. RATED FOR HIGH TEMPERATURE/HIGH LOAD. H25 SERVICE		STOCK	EA			1			0		
Drilquip - Houston	Drilquip	2-404122-02	00339241-03	ELD Rack: F216	18-3/4" X 13-3/8" SELECTABLE WEAR BUSHING/SLEEVE: TYPE SS-15, TO BE RUN WITH MULTIPLE RUNNING AND RETRIEVING SUBS (12.395" DIA.), BIT RUNNABLE SELECTIVE RETRIEVAL, UPPER PROFILE FOR B.O.P. TEST TOOL ADAPTER, BIG BORE AND STANDARD BORE WELLHEAD SYSTEMS. RATED FOR HIGH TEMPERATURE/HIGH LOAD. H25 SERVICE		STOCK	EA			1			0		
Drilquip - Houston	Drilquip	2-404122-02	00339241-01	ELD Rack: F223	18-3/4" X 13-3/8" SELECTABLE WEAR BUSHING/SLEEVE: TYPE SS-15, TO BE RUN WITH MULTIPLE RUNNING AND RETRIEVING SUBS (12.395" DIA.), BIT RUNNABLE SELECTIVE RETRIEVAL, UPPER PROFILE FOR B.O.P. TEST TOOL ADAPTER, BIG BORE AND STANDARD BORE WELLHEAD SYSTEMS. RATED FOR HIGH TEMPERATURE/HIGH LOAD. H25 SERVICE		STOCK	EA			1			0		
Drilquip - Houston	Drilquip	2-403134-02	00227560-01	ELD Rack: A84	22" X 16" BIG BORE II SEAL ASSEMBLY, WEIGHT SET METAL-TO-METAL, 6,500 PSI RATED, H25 SERVICE * 16" HANGER JOINT FABRICATION CONSISTS OF: * PIPE: CUSTOMER SUPPLIED 16", 97#, P-110, WITH HYDRIL 511 BOX X HYDRIL 511 PIN, APPROX. 20 FT. LONG * 16" SUPPLEMENTAL HANGER: P/N 2-403133-02, CP8979-01, ITEM 14.1			EA			1			0		
Drilquip - Houston	Drilquip	2-403133-02	16935-01	ELD Rack: NYD C-6	18" SEAL ASSEMBLY, TYPE SS-10/15/20, API 6A, V, AA, PSL-2, FOR USE WITH 18" SUPPLEMENTAL HANGER, FOR USE WITH BIG BORE II / BIG BORE II-H WELLHEAD SYSTEM		GC 866 #1	EA			1			0		
Drilquip - Houston	Drilquip	2-403132-02	00178688-01	ELD Rack: A84	SLOPE INDICATOR MOUNTING BRACKET, TYPE SS-15/SS-10, W/ 0-2 DEGREE BULLSEYE, F/USE ON 38" OR 36" CONDUCTOR PIPE, WITHOUT WELD-ON FLANGE, EXTRA LONG WITH ROV GUIDE HANDLES.		KC 292 #2	EA			1			0		
Drilquip - Houston	Drilquip	2-405105-02	00175605-01	ELD Rack: NYD CC-9 17			MC 252 #1	EA			1			0		
Franks - Houma	Franks International	109998		OSS DOCK C-PORT 2 BLD 27	18" VAM HDL 117# G.S.		ORLOV	EA			1			0		
Franks - Houma	Franks International	109994		OSS DOCK C-PORT 2 BLD 27	18" VAM HDL 117# Q125 F.C		ORLOV	EA			1			0		
Franks - Houma	Franks International	112032		1 PLUG SET SHIPPED TO DRILQUIP THE OTHER SHIPPED TO DOCK WITH CEMENT HEAD												
Franks - Houma	Franks International	106438		OSS DOCK C-PORT 2 BLD 27	18" DUAL WIPER PLUG MOD II		ORLOV	EA			1			0		
Franks - Houma	Franks International	111637		OSS DOCK C-PORT 2 BLD 27	13.625" VAM SLUII 88.2# Q125 F.C.		ORLOV	EA			1			0		
Franks - Houma	Franks International	113525		OSS DOCK C-PORT 2 BLD 27	13.625" VAM SLUII 88.2# Q125 G.S.		ORLOV	EA			1			0		
Franks - Houma	Franks International	109067		OSS DOCK C-PORT 2 BLD 27	9.875" VAM SLUII 62.8# Q125 F.C.		ORLOV	EA			1			0		
Franks - Houma	Franks International	114099		OSS DOCK C-PORT 2 BLD 27	9.875" VAM SLUII 62.8# Q125 G.S.		ORLOV	EA			1			0		
Franks - Houma	Franks International	114055		OSS DOCK C-PORT 2 BLD 27	7.75" FLOAT COLLAR TSH WEGDE 523 DOPELESS 46.10 PPF Q125 INNOVEK		ORLOV	EA			1			0		
Franks - Houma	Franks International			OSS DOCK C-PORT 2 BLD 27	7.75" TSHS23 DOPELESS 46.1# Q125 G.S.		ORLOV	EA			1			0		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Franks - Houma	Franks International	115250		OSS DOCK C-PORT 2 BLD 27	9.875" TSH 523 62.8# Q125 LANDING COLLAR		ORLOV	EA			1			0		
Franks - Houma	Franks International	114099		OSS DOCK C-PORT 2 BLD 27	7.75" FLOAT COLLAR TSH WEDGE 523 DOPELESS 46.10 PPF Q125 INNOVEK		ORLOV	EA			1			0		
Franks - Houma	Franks International	114055		OSS DOCK C-PORT 2 BLD 27	7.75" TSH523 DOPELESS 46.1# Q125 G.S.		ORLOV	EA			1			0		
Franks - Houma	Franks International	114884		OSS DOCK C-PORT 2 BLD 27	9.875" VAM SLU-II 65.3# Q125 GUIDE SHOE		ORLOV TA-9	EA			2			0		
Franks - Houma	Franks International	115250		OSS DOCK C-PORT 2 BLD 27	9.875" TSH 523 62.8# Q125 LANDING COLLAR		ORLOV	EA			1			0		
Franks - Houma	Franks International	106438			13.625" VAM SLU-II 88.2# Q125 FLOAT COLLAR		GENOVESA	EA			1			0		
Franks - Houma	Franks International	111637			13.625" VAM SLU-II 88.2# Q125 GUIDE SHOE		GENOVESA	EA			1			0		
Franks - Houma	Franks International	114883		OSS DOCK C-PORT 2 BLD 27	9.875" VAM SLU-II 65.3# Q125 FLOAT COLLAR		ORLOV TA-9	EA			2			0		
Franks - Houma	Franks International	110651			14" SL5F 115.53# Q125 CENTRALIZER SUB		ICHAKIL 4	EA			15			0		
Franks - Houma	Franks International	113525		OSS DOCK C-PORT 2 BLD 27	9.875" VAM SLUII 62.8# Q125 F.C.		ORLOV	EA			1			0		
Franks - Houma	Franks International	109994			18" VAM HDL 117# Q125 F.C.		ORLOV	EA			1			0		
Franks - Houma	Franks International	106438			13.625" VAM SLUII 88.2# Q125 F.C.		ORLOV	EA			1			0		
Franks - Houma	Franks International	107304			11.875" TSH 513 71.8# Q125 F.C.		ORLOV	EA			2			0		
Franks - Houma	Franks International	112582			18" VAM HDL 117# Q125 FLOAT COLLAR		GENOVESA	EA			1			0		
Franks - Houma	Franks International	107304			11.875" TSH513 71.8# FLOAT COLLAR		GENOVESA	EA			1			0		
Franks - Houma	Franks International	109904			14" TSH523 116# Q125 FLOAT COLLAR		KATMAI-2ST	EA			2			0		
Franks - Houma	Franks International	115425			11.875" TSH513 71.8# Q125 FLOAT COLLAR		KATMAI-2ST	EA			2			0		
Franks - Houma	Franks International	115422			10.125" TSH513 79.29# Q125 FLOAT COLLAR		KATMAI-2ST	EA			2			0		
Franks - Houma	Franks International	114883			9.875" VAM SLUII 65.3# Q125 F.C.		ORLOV TA-9	EA			1			0		
Franks - Houma	Franks International	115366			16.264" TSH4623 DOPELESS 122.5# Q125 FLOAT COLLAR		ICHAKIL 4	EA			2			0		
Franks - Houma	Franks International	115632			13.625" TSH 521 88.2# Q125 F.C.		ICHAKIL 4	EA			2			0		
Franks - Houma	Franks International	113594			16" TSH521 109# P110 F.C.		ICHAKIL 4	EA			2			0		
Franks - Houma	Franks International	111140			14" TSH513 113# Q125 F.C.		ICHAKIL 4	EA			2			0		
Franks - Houma	Franks International	116159			9.875" TSH523 62.8# Q125 F.C.		ICHAKIL 4	EA			2			0		
Franks - Houma	Franks International	115709			9.875" TSH523 62.8# Q140 ORIFICE F.C.		ICHAKIL 4	EA			2			0		
Franks - Houma	Franks International	114099			7.75" 46.1# Q125 (135 MYS) WEDGE 523 (INNOVEK 735-AB "DVBK")		KATMAI #2 ST	EA			2			0		
Franks - Houma	Franks International	114883			9.875" VAM SLUII 65.3# Q125 FLOAT COLLAR		GENOVESA	EA			1			0		
Franks - Houma	Franks International	106438			13.625" VAM SLU-II 88.2# Q125 FLOAT COLLAR		GENOVESA	EA			2			0		
Franks - Houma	Franks International	114884			9.875" VAM SLUII 65.3# Q125 GUIDE SHOE		GENOVESA	EA			2			0		
Franks - Houma	Franks International	109067		OSS DOCK C-PORT 2 BLD 27	9.875" VAM SLUII 62.8# Q125 G.S.		ORLOV	EA			1			0		
Franks - Houma	Franks International	111637			13.625" VAM SLU-II 88.2# Q125 GUIDE SHOE		GENOVESA	EA			1			0		
Franks - Houma	Franks International	111637		OSS DOCK C-PORT 2 BLD 27	13.625" VAM SLUII 88.2# Q125 G.S.		ORLOV	EA			1			0		
Franks - Houma	Franks International	109998			18" VAM HDL 117# G.S.		ORLOV	EA			1			0		
Franks - Houma	Franks International	115423			10.125" TSH513 79.29# Q125 GUIDE SHOE		KATMAI-2ST	EA			2			0		
Franks - Houma	Franks International	114184			14" TSH513 113# Q125 C.E.G.S.		ICHAKIL 4	EA			2			0		
Franks - Houma	Franks International	114884			9.875" VAM SLUII 65.3# Q125 C.E.G.S.		ORLOV TA-9	EA			1			0		
Franks - Houma	Franks International	109068			11.875" TSH 513 71.8# Q125 C.E.G.S.		ORLOV	EA			2			0		
Franks - Houma	Franks International	112583			18" VAM HDL 117# Q125 GUIDE SHOE		GENOVESA	EA			1			0		
Franks - Houma	Franks International	110530		shipped to the OSS dock	7.75" TSH523 46.1# Q125 GUIDE SHOE		KATMAI-2ST	EA			2			0		
Franks - Houma	Franks International	115424			11.875" TSH513 71.8# Q125 GUIDE SHOE		KATMAI-2ST	EA			2			0		
Franks - Houma	Franks International	109905			14" TSH523 116# Q125 GUIDE SHOE		KATMAI-2ST	EA			2			0		
Franks - Houma	Franks International	109068			11.875" TSH513 71.8# GUIDE SHOE		GENOVESA	EA			1			0		
Franks - Houma	Franks International	111904		PLUG SET WAS STABED IN LINNER AND THEN REMOVED	10.75" X 9.625" DUAL WIPER PLUG MOD II		ORLOV	EA			1			0		
Franks - Houma	Franks International	111208			9.625" DUAL WIPER PLUG MOD II		ORLOV	EA			1			0		
Franks - Houma	Franks International	109030			7.625" DUAL WIPER PLUG		ORLOV	EA			2			0		
Franks - Houma	Franks International	113133			9.625" DUAL WIPER PLOG MOD III		NA	EA			2			0		
Franks - Houma	Franks International	111904			10.75" 9.625" DUAL WIPER PLUG MOD II		GENOVESA	EA			1			0		
Franks - Houma	Franks International	111601			13.375" DUAL WIPER PLUG MOD II		GENOVESA	EA			1			0		
Franks - Houma	Franks International	113133			9.625" DUAL WIPER PLUG MOD III		GENOVESA	EA			1			0		
Franks - Houma	Franks International	113238			10.75" OD X 9.625" SINGLE WIPER PLUG		TA9-ST01	EA			1			0		
Franks - Houma	Franks International	111601			13.375" DUAL WIPER PLUG MOD III		ICHAKIL 4	EA			2			0		
Franks - Houma	Franks International	111601			13.375" DUAL WIPER PLUG MOD II		ORLOV	EA			1			0		
Franks - Houma	Franks International	111904			10.75" X 9.635" DUAL WIPER PLUG MOD II		ORLOV	EA			1			0		
Franks - Houma	Franks International	112032		TO DOCK WITH CEMENT HEAD	18" DUAL WIPER PLUG MOD II		ORLOV	EA			1			0		
Franks - Houma	Franks International	111804			11.875" DUAL WIPER PLUG MOD II		ORLOV	EA			2			0		
Franks - Houma	Franks International	111208			9.625" DUAL WIPER PLUG MOD II		ORLOV	EA			1			0		
Franks - Houma	Franks International	111601			13.375" DUAL WIPER PLUG MOD II		ORLOV	EA			1			0		
Franks - Houma	Franks International	109030			7.625" DUAL WIPER PLUG		ORLOV	EA			2			0		
Franks - Houma	Franks International	112809			11.75" X 9.625" DUAL WIPER PLUG MOD III		NA	EA			2			0		
Franks - Houma	Franks International	111208			9.625" DUAL WIPER PLUG MOD II		KATMAI-1	EA			2			0		
Franks - Houma	Franks International	111904			10.75" 9.625" DUAL WIPER PLUG MOD II		GENOVESA	EA			1			0		
Franks - Houma	Franks International	111601			13.375" DUAL WIPER PLUG MOD II		GENOVESA	EA			1			0		
Franks - Houma	Franks International	111804			11.875" DUAL WIPER PLUG MOD II		KATMAI-2ST	EA			2			0		
Franks - Houma	Franks International	111208			9.625" DUAL WIPER PLUG MOD II		KATMAI-2ST	EA			2			0		
Franks - Houma	Franks International	111601			13.375" DUAL WIPER PLUG MOD II		KATMAI-2ST	EA			2			0		
Franks - Houma	Franks International	112809			11.75" X 9.625" DUAL WIPER PLUG MOD III		GENOVESA	EA			1			0		
Franks - Houma	Franks International	113133			9.625" DUAL WIPER PLUG MOD III		GENOVESA	EA			1			0		
Franks - Houma	Franks International	112032			18" DUAL WIPER PLUG MOD II		GENOVESA	EA			1			0		
Franks - Houma	Franks International	113133			9.875" DUAL WIPER PLUG MOD III		ORLOV TA-9	EA			2			0		
Franks - Houma	Franks International	113238			10.75" OD X 9.625" SINGLE WIPER PLUG		ORLOV TA9-ST01	EA			1			0		
Franks - Houma	Franks International	115505			10.125" TSH 523 79.29# Q125 L.C.		KATMAI-1	EA			2			0		
Franks - Houma	Franks International	114542			9.875" VAM SLUII 62.8# L80 L.C.		ORLOV	EA			2			0		
Franks - Houma	Franks International	115505			10.125" TSH523 79.29# Q125 LANDING COLLAR		KATMAI-2ST	EA			2			0		
Franks - Houma	Franks International	115627			9.875" VAM SLUII 65.3# L.C.		GENOVESA	EA			1			0		
Franks - Lafayette	Franks International	127543		Rack No. BPR8L1	22 INCH 1.5 LB X80 DQ,B/P, 2/75931		Katmai East Noble	EA			1	61.78		0		
Franks - Lafayette	Franks International	127544		Rack No. BPR8L1	22 INCH 1.5 LB X80 DQ,B/P, 2/75931		Katmai East Noble	EA			1	61.91		0		
Franks - Lafayette	Franks International	127546		Rack No. BPR8L1	22 INCH 1.5 LB X80 DQ,B/P, 3/75931		Katmai East Noble	EA			1	61.76		0		
Franks - Lafayette	Franks International	127547		Rack No. BPR8L1	22 INCH 1.5 LB X80 DQ,B/P, 4/75931		Katmai East Noble	EA			1	61.84		0		
Franks - Lafayette	Franks International	127548		Rack No. BPR8L1	22 INCH 1.5 LB X80 DQ,B/P, 6/75931		Katmai East Noble	EA			1	61.74		0		
Franks - Lafayette	Franks International	127549		Rack No. BPR8L1	22 INCH 1.5 LB X80 DQ,B/P, 5/75931		Katmai East Noble	EA			1	61.72		0		
Franks - Lafayette	Franks International	127550		Rack No. BPR8L1	22 INCH 1.5 LB X80 DQ,B/P, 7/75931		Katmai East Noble	EA			1	61.74		0		
Franks - Lafayette	Franks International	127551		Rack No. BPR8L1	22 INCH 1.5 LB X80 DQ,B/P, 8/75931		Katmai East Noble	EA			1	61.75		0		
Franks - Lafayette	Franks International	127552		Rack No. BPR8L1	22 INCH 1.5 LB X80 DQ,B/P, 9/75931		Katmai East Noble	EA			1	61.86		0		
Franks - Lafayette	Franks International	127553		Rack No. BPR8L1	22 INCH 1.5 LB X80 DQ,B/P, 14/75931		Katmai East Noble	EA			1	61.78		0		
Franks - Lafayette	Franks International	127554		NA	22 INCH 1.5 LB X80 DQ,B/P, 13/75931		Katmai East Noble	EA			1	61.79		0		
Franks - Lafayette	Franks International	127555		Rack No. BPR8L1	22 INCH 1.5 LB X80 DQ,B/P, 12/75931		Katmai East Noble	EA			1	61.83		0		
Franks - Lafayette	Franks International	127556		Rack No. BPR8L1	22 INCH 1.5 LB X80 DQ,B/P, 11/75931		Katmai East Noble	EA			1	61.76		0		
Franks - Lafayette	Franks International	127557		Rack No. BPR8L1	22 INCH 1.5 LB X80 DQ,B/P, 10/75931		Katmai East Noble	EA			1	61.88		0		
Franks - Lafayette	Franks International	128094		Rack No. QRR12	22 INCH 1.5 LB X80 DQ,P/PE, 15/75931		Katmai East Noble	EA			1	81.3		0		
Franks - Lafayette	Franks International	128095		Rack No. QRR12	22 INCH 1.5 LB X80 DQ,P/PE, 16/75931		Katmai East Noble	EA			1	81.2		0		
Franks - Lafayette	Franks International	128036		Rack No. BPR8L1	22 INCH 1.5 LB X80 DQ,B/P, 5/75933		Katmai East Noble	EA			1	61.72		0		
Franks - Lafayette	Franks International	128037		Rack No. BPR8L1	22 INCH 1.5 LB X80 DQ,B/P, 6/75933		Katmai East Noble	EA			1	61.83		0		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Franks - Lafayette	Franks International	128038		Rack No. BPR8L1	22 INCH 1.5 LB X80 DLQ,B/P, 9/75933		Katmai East Noble	EA			1	61.73	0			
Franks - Lafayette	Franks International	128039		Rack No. BPR8L1	22 INCH 1.5 LB X80 DLQ,B/P, 8/75933		Katmai East Noble	EA			1	61.82	0			
Franks - Lafayette	Franks International	128040		Rack No. BPR8L1	22 INCH 1.5 LB X80 DLQ,B/P, 3/75933		Katmai East Noble	EA			1	61.74	0			
Franks - Lafayette	Franks International	128041		Rack No. BPR8L1	22 INCH 1.5 LB X80 DLQ,B/P, 4/75933		Katmai East Noble	EA			1	61.84	0			
Franks - Lafayette	Franks International	128042		Rack No. BPR8L1	22 INCH 1.5 LB X80 DLQ,B/P, 1/75933		Katmai East Noble	EA			1	61.68	0			
Franks - Lafayette	Franks International	128043		Rack No. BPR8L1	22 INCH 1.5 LB X80 DLQ,B/P, 2/75933		Katmai East Noble	EA			1	61.84	0			
Franks - Lafayette	Franks International	128044		Rack No. BPR8L1	22 INCH 1.5 LB X80 DLQ,B/P, 7/75933		Katmai East Noble	EA			1	61.81	0			
Franks - Lafayette	Franks International	128045		Rack No. BPR8L1	22 INCH 1.5 LB X80 DLQ,B/P, 14/75933		Katmai East Noble	EA			1	61.71	0			
Franks - Lafayette	Franks International	128046		Rack No. BPR8L1	22 INCH 1.5 LB X80 DLQ,B/P, 13/75933		Katmai East Noble	EA			1	61.76	0			
Franks - Lafayette	Franks International	128047		Rack No. BPR8L1	22 INCH 1.5 LB X80 DLQ,B/P, 12/75933		Katmai East Noble	EA			1	61.86	0			
Franks - Lafayette	Franks International	128048		Rack No. BPR8L1	22 INCH 1.5 LB X80 DLQ,B/P, 11/75933		Katmai East Noble	EA			1	61.72	0			
Franks - Lafayette	Franks International	128049		Rack No. BPR8L1	22 INCH 1.5 LB X80 DLQ,B/P, 10/75933		Katmai East Noble	EA			1	61.72	0			
Franks - Lafayette	Franks International	129447		Rack No. QR13	36 INCH 1.5 LB X65 DLQ,B/P,X/O, 3/76563		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.34	0			
Franks - Lafayette	Franks International	137388		Rack No. QRPRDOL7	36 INCH 1.5 LB X65 PLAIN,		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	12.13	0			
Franks - Lafayette	Franks International	112711		Rack No. QRR1L2	22 INCH 1.25 LB X80 DLQ,B/P, 21/74736		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	81.97	0			
Franks - Lafayette	Franks International	81565		Rack No. BPR7L4	22 INCH 1 LB X80 DLQ,B/P,X/O, 5/71719		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.74	0			
Franks - Lafayette	Franks International	137653		Rack No. QRFENCELINE	36 INCH 1.5 LB X65 PLAIN,		TA-09 (ORLOV)	EA			1	12.15	0			
Franks - Lafayette	Franks International	130507		Rack No. QRNL1	22 INCH 1 LB X80 DLQ,B/FS, 4a/76883		GENOVESA	EA			1	42.95	0			
Franks - Lafayette	Franks International	130536		Rack No. QRL5L2	22 INCH 1 LB X80 DLQ,B/P, 114/76883		GENOVESA	EA			1	41.47	0			
Franks - Lafayette	Franks International	129462		Rack No. QRR2L3	36 INCH 1.5 LB X65 DLQ,B/IBV, 1/76881		GENOVESA	EA			1	41.19	0			
Franks - Lafayette	Franks International	133758		Rack No. QRR2L3	36 INCH 2 LB X70 DLQ,B/P,X/O, 4/76881		GENOVESA	EA			1	42	0			
Franks - Lafayette	Franks International	86165		Rack No. QRPRDOL2	36 INCH 1.5 LB X65 DLQ,B/P, 4/73210		GENOVESA	EA			1	42	0			
Franks - Lafayette	Franks International	132382		Rack No. QRPRDOL2	36 INCH 1.5 LB X65 DLQ,B/P, 4/76927		ORLOV II	EA			1	41.95	0			
Franks - Lafayette	Franks International	132386		Rack No. QRPRDOL2	36 INCH 1.5 LB X65 DLQ,B/P, 7/76927		ORLOV II	EA			1	41.95	0			
Franks - Lafayette	Franks International	132394		Rack No. QRPRDOL2	36 INCH 1.5 LB X65 DLQ,B/IBV, 9/76927		ORLOV II	EA			1	40.81	0			
Franks - Lafayette	Franks International	132408		Rack No. QRPRDOL2	36 INCH 1.5 LB X65 DLQ,B/P, 6/76927		ORLOV II	EA			1	41.92	0			
Franks - Lafayette	Franks International	132409		Rack No. QRPRDOL2	36 INCH 1.5 LB X65 DLQ,B/P, 5/76927		ORLOV II	EA			1	41.9	0			
Franks - Lafayette	Franks International	133751		Rack No. QRPRDOL1	36 INCH 2 LB X70 PLAIN,		ORLOV II	EA			1	39.95	0			
Franks - Lafayette	Franks International	133752		Rack No. QRPRDOL1	36 INCH 2 LB X70 PLAIN,		ORLOV II	EA			1	39.93	0			
Franks - Lafayette	Franks International	133753		Rack No. QRPRDOL2	36 INCH 2 LB X70 DLQ,P/PE, 2/76927		ORLOV II	EA			1	41.05	0			
Franks - Lafayette	Franks International	133754		Rack No. QRPRDOL2	36 INCH 2 LB X70 DLQ,P/PE, 1/76927		ORLOV II	EA			1	41.09	0			
Franks - Lafayette	Franks International	133755		Rack No. QRPRDOL2	36 INCH 2 LB X70 DLQ,B/P,X/O, 4/76927		ORLOV II	EA			1	42.07	0			
Franks - Lafayette	Franks International	133756		Rack No. QRPRDOL2	36 INCH 2 LB X70 DLQ,B/P,X/O, 3/76927		ORLOV II	EA			1	42.1	0			
Franks - Lafayette	Franks International	135208		Rack No. QRMSL	28 INCH 0.75 LB X60 PLAIN,		ORLOV II	EA			1	40.1	0			
Franks - Lafayette	Franks International	135309		Rack No. QRMSL	28 INCH 0.75 LB X60 PLAIN,		ORLOV II	EA			1	40.04	0			
Franks - Lafayette	Franks International	135389		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 17/76928		ORLOV II	EA			1	41.96	0			
Franks - Lafayette	Franks International	135390		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 7/76928		ORLOV II	EA			1	41.98	0			
Franks - Lafayette	Franks International	135391		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 10/76928		ORLOV II	EA			1	41.95	0			
Franks - Lafayette	Franks International	135392		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 11/76928		ORLOV II	EA			1	41.95	0			
Franks - Lafayette	Franks International	135393		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 12/76928		ORLOV II	EA			1	41.96	0			
Franks - Lafayette	Franks International	135394		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 22/76928		ORLOV II	EA			1	41.96	0			
Franks - Lafayette	Franks International	135395		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 23/76928		ORLOV II	EA			1	41.96	0			
Franks - Lafayette	Franks International	135396		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 14/76928		ORLOV II	EA			1	41.94	0			
Franks - Lafayette	Franks International	135457		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 26/76928		ORLOV II	EA			1	41.96	0			
Franks - Lafayette	Franks International	135458		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 21/76928		ORLOV II	EA			1	41.96	0			
Franks - Lafayette	Franks International	135459		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 18/76928		ORLOV II	EA			1	41.94	0			
Franks - Lafayette	Franks International	135460		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 24/76928		ORLOV II	EA			1	41.95	0			
Franks - Lafayette	Franks International	135461		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 25/76928		ORLOV II	EA			1	41.96	0			
Franks - Lafayette	Franks International	135462		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 16/76928		ORLOV II	EA			1	41.95	0			
Franks - Lafayette	Franks International	135463		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 29/76928		ORLOV II	EA			1	41.89	0			
Franks - Lafayette	Franks International	135464		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 19/76928		ORLOV II	EA			1	41.95	0			
Franks - Lafayette	Franks International	135465		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 20/76928		ORLOV II	EA			1	41.06	0			
Franks - Lafayette	Franks International	135466		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 32/76928		ORLOV II	EA			1	41.93	0			
Franks - Lafayette	Franks International	135467		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 35/76928		ORLOV II	EA			1	41.95	0			
Franks - Lafayette	Franks International	135468		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 27/76928		ORLOV II	EA			1	41.95	0			
Franks - Lafayette	Franks International	135469		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 37/76928		ORLOV II	EA			1	41.92	0			
Franks - Lafayette	Franks International	135470		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 31/76928		ORLOV II	EA			1	41.95	0			
Franks - Lafayette	Franks International	135471		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 33/76928		ORLOV II	EA			1	41.88	0			
Franks - Lafayette	Franks International	135472		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 41/76928		ORLOV II	EA			1	41.95	0			
Franks - Lafayette	Franks International	135473		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 30/76928		ORLOV II	EA			1	41.87	0			
Franks - Lafayette	Franks International	135474		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 28/76928		ORLOV II	EA			1	41.94	0			
Franks - Lafayette	Franks International	135475		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 47/76928		ORLOV II	EA			1	41.96	0			
Franks - Lafayette	Franks International	135476		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 39/76928		ORLOV II	EA			1	41.96	0			
Franks - Lafayette	Franks International	135477		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 34/76928		ORLOV II	EA			1	41.95	0			
Franks - Lafayette	Franks International	135478		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 38/76928		ORLOV II	EA			1	41.95	0			
Franks - Lafayette	Franks International	135506		NA	28 INCH 0.75 LB X60 DLQ,P/PE, 63/76928		ORLOV II	EA			1	41	0			
Franks - Lafayette	Franks International	135523		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 8/76928		ORLOV II	EA			1	41.98	0			
Franks - Lafayette	Franks International	135524		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 46/76928		ORLOV II	EA			1	41.95	0			
Franks - Lafayette	Franks International	135525		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 44/76928		ORLOV II	EA			1	41.96	0			
Franks - Lafayette	Franks International	135526		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 45/76928		ORLOV II	EA			1	41.95	0			
Franks - Lafayette	Franks International	135527		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 43/76928		ORLOV II	EA			1	41.97	0			
Franks - Lafayette	Franks International	135528		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 36/76928		ORLOV II	EA			1	41.95	0			
Franks - Lafayette	Franks International	135529		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 49/76928		ORLOV II	EA			1	41.98	0			
Franks - Lafayette	Franks International	135530		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 42/76928		ORLOV II	EA			1	41.96	0			
Franks - Lafayette	Franks International	135531		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 40/76928		ORLOV II	EA			1	41.95	0			
Franks - Lafayette	Franks International	135532		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 53/76928		ORLOV II	EA			1	41.96	0			
Franks - Lafayette	Franks International	135533		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 50/76928		ORLOV II	EA			1	41.96	0			
Franks - Lafayette	Franks International	135534		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 52/76928		ORLOV II	EA			1	41.96	0			
Franks - Lafayette	Franks International	135535		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 48/76928		ORLOV II	EA			1	41.97	0			
Franks - Lafayette	Franks International	135536		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 56/76928		ORLOV II	EA			1	41.96	0			
Franks - Lafayette	Franks International	135537		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 51/76928		ORLOV II	EA			1	41.97	0			
Franks - Lafayette	Franks International	135538		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 54/76928		ORLOV II	EA			1	41.97	0			
Franks - Lafayette	Franks International	135539		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 55/76928		ORLOV II	EA			1	41.96	0			
Franks - Lafayette	Franks International	135541		Rack No. QRR7R4	28 INCH 0.75 LB X60 DLQ,B/P, 58/76928		ORLOV II	EA			1	41.96	0			
Franks - Lafayette	Franks International	135542		NA	28 INCH 0.75 LB X60 DLQ,B/P, 59/76928		ORLOV II	EA			1	41.96	0			
Franks - Lafayette	Franks International	135544		NA	28 INCH 0.75 LB X60 DLQ,P/PE, 62/76928		ORLOV II	EA			1	41	0			
Franks - Lafayette	Franks International	135545		Rack No. QRR7R4</												

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt%	Net Value
Franks - Lafayette	Franks International	135563		Rack No. QRR784	28 INCH 0.75 LB X60 DLQ,8/P, 6/76928		ORLOV II	EA			1	41.95	0			
Franks - Lafayette	Franks International	135564		Rack No. QRR784	28 INCH 0.75 LB X60 DLQ,8/P, 2/76928		ORLOV II	EA			1	41.94	0			
Franks - Lafayette	Franks International	135565		Rack No. QRR784	28 INCH 0.75 LB X60 DLQ,8/P, 1/76928		ORLOV II	EA			1	41.94	0			
Franks - Lafayette	Franks International	135566		Rack No. QRR784	28 INCH 0.75 LB X60 DLQ,8/P, 13/76928		ORLOV II	EA			1	41.95	0			
Franks - Lafayette	Franks International	135567		Rack No. QRR784	28 INCH 0.75 LB X60 DLQ,8/P, 4/76928		ORLOV II	EA			1	41.96	0			
Franks - Lafayette	Franks International	135568		Rack No. QRR784	28 INCH 0.75 LB X60 DLQ,8/P, 5/76928		ORLOV II	EA			1	41.94	0			
Franks - Lafayette	Franks International	135569		Rack No. QRR784	28 INCH 0.75 LB X60 DLQ,8/P, 9/76928		ORLOV II	EA			1	41.97	0			
Franks - Lafayette	Franks International	130150		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 82/76929		ORLOV II	EA			1	41.43	0			
Franks - Lafayette	Franks International	130153		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 90/76929		ORLOV II	EA			1	41.47	0			
Franks - Lafayette	Franks International	130157		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 89/76929		ORLOV II	EA			1	41.42	0			
Franks - Lafayette	Franks International	130158		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 85/76929		ORLOV II	EA			1	41.44	0			
Franks - Lafayette	Franks International	130159		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 86/76929		ORLOV II	EA			1	41.47	0			
Franks - Lafayette	Franks International	130161		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 88/76929		ORLOV II	EA			1	41.43	0			
Franks - Lafayette	Franks International	130162		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 11/7/76929		ORLOV II	EA			1	41.57	0			
Franks - Lafayette	Franks International	130163		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 84/76929		ORLOV II	EA			1	41.46	0			
Franks - Lafayette	Franks International	130165		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 87/76929		ORLOV II	EA			1	41.44	0			
Franks - Lafayette	Franks International	130226		Rack No. QR	22 INCH 1 LB X80 DLQ,8/P, 81/76929		ORLOV II	EA			1	41.44	0			
Franks - Lafayette	Franks International	130227		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 80/76929		ORLOV II	EA			1	41.44	0			
Franks - Lafayette	Franks International	130229		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 96/76929		ORLOV II	EA			1	41.49	0			
Franks - Lafayette	Franks International	130230		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 94/76929		ORLOV II	EA			1	41.49	0			
Franks - Lafayette	Franks International	130231		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 98/76929		ORLOV II	EA			1	41.49	0			
Franks - Lafayette	Franks International	130232		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 83/76929		ORLOV II	EA			1	41.5	0			
Franks - Lafayette	Franks International	130234		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 92/76929		ORLOV II	EA			1	41.42	0			
Franks - Lafayette	Franks International	130235		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 113/76929		ORLOV II	EA			1	41.47	0			
Franks - Lafayette	Franks International	130236		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 93/76929		ORLOV II	EA			1	41.46	0			
Franks - Lafayette	Franks International	130283		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 91/76929		ORLOV II	EA			1	41.44	0			
Franks - Lafayette	Franks International	130284		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 78/76929		ORLOV II	EA			1	41.48	0			
Franks - Lafayette	Franks International	130285		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 79/76929		ORLOV II	EA			1	41.47	0			
Franks - Lafayette	Franks International	130346		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 69/76929		ORLOV II	EA			1	41.5	0			
Franks - Lafayette	Franks International	130347		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 39/76929		ORLOV II	EA			1	41.48	0			
Franks - Lafayette	Franks International	130348		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 25/76929		ORLOV II	EA			1	41.51	0			
Franks - Lafayette	Franks International	130349		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 45/76929		ORLOV II	EA			1	41.47	0			
Franks - Lafayette	Franks International	130350		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 46/76929		ORLOV II	EA			1	41.44	0			
Franks - Lafayette	Franks International	130351		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 38/76929		ORLOV II	EA			1	41.44	0			
Franks - Lafayette	Franks International	130352		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 34/76929		ORLOV II	EA			1	41.46	0			
Franks - Lafayette	Franks International	130353		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 51/76929		ORLOV II	EA			1	41.47	0			
Franks - Lafayette	Franks International	130354		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 52/76929		ORLOV II	EA			1	41.49	0			
Franks - Lafayette	Franks International	130355		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 37/76929		ORLOV II	EA			1	41.47	0			
Franks - Lafayette	Franks International	130356		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 33/76929		ORLOV II	EA			1	41.47	0			
Franks - Lafayette	Franks International	130357		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 43/76929		ORLOV II	EA			1	41.42	0			
Franks - Lafayette	Franks International	130358		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 44/76929		ORLOV II	EA			1	41.43	0			
Franks - Lafayette	Franks International	130359		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 55/76929		ORLOV II	EA			1	41.49	0			
Franks - Lafayette	Franks International	130360		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 56/76929		ORLOV II	EA			1	41.42	0			
Franks - Lafayette	Franks International	130361		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 49/76929		ORLOV II	EA			1	41.43	0			
Franks - Lafayette	Franks International	130367		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 50/76929		ORLOV II	EA			1	41.48	0			
Franks - Lafayette	Franks International	130368		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 61/76929		ORLOV II	EA			1	41.45	0			
Franks - Lafayette	Franks International	130369		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 62/76929		ORLOV II	EA			1	41.47	0			
Franks - Lafayette	Franks International	130370		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 53/76929		ORLOV II	EA			1	41.48	0			
Franks - Lafayette	Franks International	130371		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 54/76929		ORLOV II	EA			1	41.44	0			
Franks - Lafayette	Franks International	130372		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 57/76929		ORLOV II	EA			1	41.48	0			
Franks - Lafayette	Franks International	130373		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 58/76929		ORLOV II	EA			1	41.47	0			
Franks - Lafayette	Franks International	130374		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 59/76929		ORLOV II	EA			1	41.47	0			
Franks - Lafayette	Franks International	130375		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 60/76929		ORLOV II	EA			1	41.48	0			
Franks - Lafayette	Franks International	130376		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 77/76929		ORLOV II	EA			1	41.46	0			
Franks - Lafayette	Franks International	130377		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 75/76929		ORLOV II	EA			1	41.47	0			
Franks - Lafayette	Franks International	130378		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 63/76929		ORLOV II	EA			1	41.48	0			
Franks - Lafayette	Franks International	130379		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 64/76929		ORLOV II	EA			1	41.45	0			
Franks - Lafayette	Franks International	130380		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 76/76929		ORLOV II	EA			1	41.46	0			
Franks - Lafayette	Franks International	130381		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 74/76929		ORLOV II	EA			1	41.44	0			
Franks - Lafayette	Franks International	130382		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 67/76929		ORLOV II	EA			1	41.45	0			
Franks - Lafayette	Franks International	130383		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 68/76929		ORLOV II	EA			1	41.44	0			
Franks - Lafayette	Franks International	130384		Rack No. QRRPRDRL1	22 INCH 1 LB X80 DLQ,8/P, 114/76929		ORLOV II	EA			1	41.46	0			
Franks - Lafayette	Franks International	130385		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 73/76929		ORLOV II	EA			1	41.47	0			
Franks - Lafayette	Franks International	130386		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 65/76929		ORLOV II	EA			1	41.45	0			
Franks - Lafayette	Franks International	130387		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 66/76929		ORLOV II	EA			1	41.48	0			
Franks - Lafayette	Franks International	130388		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 95/76929		ORLOV II	EA			1	41.48	0			
Franks - Lafayette	Franks International	130389		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 72/76929		ORLOV II	EA			1	41.48	0			
Franks - Lafayette	Franks International	130390		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 70/76929		ORLOV II	EA			1	41.45	0			
Franks - Lafayette	Franks International	130391		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 71/76929		ORLOV II	EA			1	41.49	0			
Franks - Lafayette	Franks International	130392		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 97/76929		ORLOV II	EA			1	41.48	0			
Franks - Lafayette	Franks International	130472		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 41/76929		ORLOV II	EA			1	41.4	0			
Franks - Lafayette	Franks International	130473		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 47/76929		ORLOV II	EA			1	41.48	0			
Franks - Lafayette	Franks International	130474		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 36/76929		ORLOV II	EA			1	41.43	0			
Franks - Lafayette	Franks International	130475		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 40/76929		ORLOV II	EA			1	41.4	0			
Franks - Lafayette	Franks International	130476		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 42/76929		ORLOV II	EA			1	41.48	0			
Franks - Lafayette	Franks International	130477		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 48/76929		ORLOV II	EA			1	41.45	0			
Franks - Lafayette	Franks International	130478		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 21/76929		ORLOV II	EA			1	41.39	0			
Franks - Lafayette	Franks International	130479		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 30/76929		ORLOV II	EA			1	41.44	0			
Franks - Lafayette	Franks International	130480		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 25/76929		ORLOV II	EA			1	41.47	0			
Franks - Lafayette	Franks International	130481		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 29/76929		ORLOV II	EA			1	41.42	0			
Franks - Lafayette	Franks International	130482		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 26/76929		ORLOV II	EA			1	41.51	0			
Franks - Lafayette	Franks International	130483		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 14/76929		ORLOV II	EA			1	41.49	0			
Franks - Lafayette	Franks International	130484		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 28/76929		ORLOV II	EA			1	41.45	0			
Franks - Lafayette	Franks International	130485		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 9/76929		ORLOV II	EA			1	41.42	0			
Franks - Lafayette	Franks International	130486		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 16/76929		ORLOV II	EA			1	41.5	0			
Franks - Lafayette	Franks International	130487		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 12/76929		ORLOV II	EA			1	41.48	0			
Franks - Lafayette	Franks International	130488		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 11/76929		ORLOV II	EA			1	41.46	0			
Franks - Lafayette	Franks International	130489		Rack No. QRLSL2	22 INCH 1 LB X80 DLQ,8/P, 10/76929		ORLOV II	EA			1	41.41	0			
Franks -																



Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt%	Net Value
Franks - Lafayette	Franks International	130496		Rack No. QRL5L2	22 INCH 1 LB X80 DLQ,8/P, 20/76929		ORLOV II	EA			1	41.46		0		
Franks - Lafayette	Franks International	130499		Rack No. QRL5L2	22 INCH 1 LB X80 DLQ,8/P, 4/76929		ORLOV II	EA			1	41.49		0		
Franks - Lafayette	Franks International	130502		Rack No. QRL5L2	22 INCH 1 LB X80 DLQ,8/P, 18/76929		ORLOV II	EA			1	41.45		0		
Franks - Lafayette	Franks International	130504		Rack No. QRL5L2	22 INCH 1 LB X80 DLQ,8/P, 19/76929		ORLOV II	EA			1	41.5		0		
Franks - Lafayette	Franks International	130505		Rack No. QRL5L2	22 INCH 1 LB X80 DLQ,8/P, 3/76929		ORLOV II	EA			1	41.47		0		
Franks - Lafayette	Franks International	130506		Rack No. QRL5L2	22 INCH 1 LB X80 DLQ,8/P, 15/76929		ORLOV II	EA			1	41.48		0		
Franks - Lafayette	Franks International	130509		Rack No. QRL5L2	22 INCH 1 LB X80 DLQ,8/P, 17/76929		ORLOV II	EA			1	41.48		0		
Franks - Lafayette	Franks International	130510		Rack No. QRL5L2	22 INCH 1 LB X80 DLQ,8/P, 13/76929		ORLOV II	EA			1	41.44		0		
Franks - Lafayette	Franks International	130511		Rack No. QRL5L2	22 INCH 1 LB X80 DLQ,8/P, 8/76929		ORLOV II	EA			1	41.49		0		
Franks - Lafayette	Franks International	130512		Rack No. QRL5L2	22 INCH 1 LB X80 DLQ,8/P, 1/76929		ORLOV II	EA			1	41.46		0		
Franks - Lafayette	Franks International	130514		Rack No. QRL5L2	22 INCH 1 LB X80 DLQ,8/P, 5/76929		ORLOV II	EA			1	41.44		0		
Franks - Lafayette	Franks International	130515		Rack No. QRL5L2	22 INCH 1 LB X80 DLQ,8/P, 6/76929		ORLOV II	EA			1	41.48		0		
Franks - Lafayette	Franks International	130516		Rack No. QRL5L2	22 INCH 1 LB X80 DLQ,8/P, 7/76929		ORLOV II	EA			1	41.44		0		
Franks - Lafayette	Franks International	130541		Rack No. QRRL4L4	22 INCH 1 LB X80 DLQ,8/P, 2/76929		ORLOV II	EA			1	41.47		0		
Franks - Lafayette	Franks International	48572		Rack No. QR3RL5	22 INCH 1.25 LB X80 DLQ,8/P, 101/76929		ORLOV II	EA			1	41.83		0		
Franks - Lafayette	Franks International	48574		Rack No. QR3RL5	22 INCH 1.25 LB X80 DLQ,8/P, 103/76929		ORLOV II	EA			1	41.88		0		
Franks - Lafayette	Franks International	48612		Rack No. QR3RL5	22 INCH 1.25 LB X80 DLQ,8/P, 104/76929		ORLOV II	EA			1	41.79		0		
Franks - Lafayette	Franks International	48613		Rack No. QR3RL5	22 INCH 1.25 LB X80 DLQ,8/P, 102/76929		ORLOV II	EA			1	41.79		0		
Franks - Lafayette	Franks International	48615		Rack No. QR3RL5	22 INCH 1.25 LB X80 DLQ,8/P, 107/76929		ORLOV II	EA			1	41.46		0		
Franks - Lafayette	Franks International	48621		Rack No. QR3RL5	22 INCH 1.25 LB X80 DLQ,8/P, 99/76929		ORLOV II	EA			1	41.81		0		
Franks - Lafayette	Franks International	48622		Rack No. QR3RL5	22 INCH 1.25 LB X80 DLQ,8/P, 110/76929		ORLOV II	EA			1	41.75		0		
Franks - Lafayette	Franks International	48631		Rack No. QR3RL5	22 INCH 1.25 LB X80 DLQ,8/P, 108/76929		ORLOV II	EA			1	41.88		0		
Franks - Lafayette	Franks International	48634		Rack No. QR3RL5	22 INCH 1.25 LB X80 DLQ,8/P, 109/76929		ORLOV II	EA			1	41.82		0		
Franks - Lafayette	Franks International	49635		Rack No. QR3RL5	22 INCH 1.25 LB X80 DLQ,8/P, 105/76929		ORLOV II	EA			1	41.86		0		
Franks - Lafayette	Franks International	50179		Rack No. QRNL2	22 INCH 1.25 LB X80 DLQ,P/FE, 112/76929		ORLOV II	EA			1	41.02		0		
Franks - Lafayette	Franks International	50183		Rack No. QR3RL5	22 INCH 1.25 LB X80 DLQ,8/P, 106/76929		ORLOV II	EA			1	41.86		0		
Franks - Lafayette	Franks International	50185		Rack No. QR3RL5	22 INCH 1.25 LB X80 DLQ,8/P, 100/76929		ORLOV II	EA			1	41.79		0		
Franks - Lafayette	Franks International	82761		Rack No. QRNL2	22 INCH 1.25 LB X80 DLQ,P/FE, 111/76929		ORLOV II	EA			1	39.69		0		
Franks - Lafayette	Franks International	115834		Rack No. QRRL1R1	36 INCH 2 LB X80 DLQ,8/P, 5/75976		ORLOV II	EA			1	42.16		0		
Franks - Lafayette	Franks International	132380		Rack No. QRPR0DL2	36 INCH 1.5 LB X65 DLQ,8/P, 3/76939		ORLOV II	EA			1	41.95		0		
Franks - Lafayette	Franks International	132385		Rack No. QRPR0DL2	36 INCH 1.5 LB X65 DLQ,8/P/IV, 4/76939		ORLOV II	EA			1	40.9		0		
Franks - Lafayette	Franks International	132390		Rack No. QRPR0DL2	36 INCH 1.5 LB X65 DLQ,8/P, 2/76939		ORLOV II	EA			1	41.95		0		
Franks - Lafayette	Franks International	135211		NA	28 INCH 0.75 LB X60 DLQ,8/P, 48/76940		ORLOV II	EA			1	41.93		0		
Franks - Lafayette	Franks International	135214		NA	28 INCH 0.75 LB X60 DLQ,8/P, 47/76940		ORLOV II	EA			1	41.97		0		
Franks - Lafayette	Franks International	135359		NA	28 INCH 0.75 LB X60 DLQ,8/P, 12/76940		ORLOV II	EA			1	41.98		0		
Franks - Lafayette	Franks International	135360		NA	28 INCH 0.75 LB X60 DLQ,8/P, 7/76940		ORLOV II	EA			1	41.97		0		
Franks - Lafayette	Franks International	135361		NA	28 INCH 0.75 LB X60 DLQ,8/P, 25/76940		ORLOV II	EA			1	41.94		0		
Franks - Lafayette	Franks International	135362		NA	28 INCH 0.75 LB X60 DLQ,8/P, 11/76940		ORLOV II	EA			1	41.01		0		
Franks - Lafayette	Franks International	135363		NA	28 INCH 0.75 LB X60 DLQ,8/P, 29/76940		ORLOV II	EA			1	40.26		0		
Franks - Lafayette	Franks International	135364		NA	28 INCH 0.75 LB X60 DLQ,8/P, 24/76940		ORLOV II	EA			1	41.97		0		
Franks - Lafayette	Franks International	135365		NA	28 INCH 0.75 LB X60 DLQ,8/P, 30/76940		ORLOV II	EA			1	41.94		0		
Franks - Lafayette	Franks International	135366		NA	28 INCH 0.75 LB X60 DLQ,8/P, 15/76940		ORLOV II	EA			1	41.95		0		
Franks - Lafayette	Franks International	135367		NA	28 INCH 0.75 LB X60 DLQ,8/P, 31/76940		ORLOV II	EA			1	41.96		0		
Franks - Lafayette	Franks International	135368		NA	28 INCH 0.75 LB X60 DLQ,8/P, 35/76940		ORLOV II	EA			1	41.96		0		
Franks - Lafayette	Franks International	135369		NA	28 INCH 0.75 LB X60 DLQ,8/P, 13/76940		ORLOV II	EA			1	41.97		0		
Franks - Lafayette	Franks International	135370		NA	28 INCH 0.75 LB X60 DLQ,8/P, 14/76940		ORLOV II	EA			1	41.98		0		
Franks - Lafayette	Franks International	135371		NA	28 INCH 0.75 LB X60 DLQ,8/P, 46/76940		ORLOV II	EA			1	41.95		0		
Franks - Lafayette	Franks International	135372		NA	28 INCH 0.75 LB X60 DLQ,8/P, 16/76940		ORLOV II	EA			1	41.93		0		
Franks - Lafayette	Franks International	135373		NA	28 INCH 0.75 LB X60 DLQ,8/P, 34/76940		ORLOV II	EA			1	41.96		0		
Franks - Lafayette	Franks International	135374		NA	28 INCH 0.75 LB X60 DLQ,8/P, 44/76940		ORLOV II	EA			1	41.94		0		
Franks - Lafayette	Franks International	135375		NA	28 INCH 0.75 LB X60 DLQ,8/P, 45/76940		ORLOV II	EA			1	41.92		0		
Franks - Lafayette	Franks International	135376		NA	28 INCH 0.75 LB X60 DLQ,8/P, 33/76940		ORLOV II	EA			1	41.95		0		
Franks - Lafayette	Franks International	135377		NA	28 INCH 0.75 LB X60 DLQ,8/P, 37/76940		ORLOV II	EA			1	41.95		0		
Franks - Lafayette	Franks International	135378		NA	28 INCH 0.75 LB X60 DLQ,8/P, 20/76940		ORLOV II	EA			1	41.95		0		
Franks - Lafayette	Franks International	135379		Rack No. QR3RL5	28 INCH 0.75 LB X60 DLQ,8/P, 18/76940		ORLOV II	EA			1	41.97		0		
Franks - Lafayette	Franks International	135380		NA	28 INCH 0.75 LB X60 DLQ,8/P, 41/76940		ORLOV II	EA			1	41.93		0		
Franks - Lafayette	Franks International	135381		Rack No. QR3RL5	28 INCH 0.75 LB X60 DLQ,8/P, 19/76940		ORLOV II	EA			1	41.97		0		
Franks - Lafayette	Franks International	135382		Rack No. QR3RL5	28 INCH 0.75 LB X60 DLQ,8/P, 17/76940		ORLOV II	EA			1	41.95		0		
Franks - Lafayette	Franks International	135383		NA	28 INCH 0.75 LB X60 DLQ,8/P, 38/76940		ORLOV II	EA			1	41.97		0		
Franks - Lafayette	Franks International	135384		NA	28 INCH 0.75 LB X60 DLQ,8/P, 39/76940		ORLOV II	EA			1	41.93		0		
Franks - Lafayette	Franks International	135385		NA	28 INCH 0.75 LB X60 DLQ,8/P, 43/76940		ORLOV II	EA			1	41.95		0		
Franks - Lafayette	Franks International	135386		NA	28 INCH 0.75 LB X60 DLQ,8/P, 40/76940		ORLOV II	EA			1	41.96		0		
Franks - Lafayette	Franks International	135387		NA	28 INCH 0.75 LB X60 DLQ,8/P, 36/76940		ORLOV II	EA			1	41.97		0		
Franks - Lafayette	Franks International	135388		NA	28 INCH 0.75 LB X60 DLQ,8/P, 42/76940		ORLOV II	EA			1	41.97		0		
Franks - Lafayette	Franks International	135494		NA	28 INCH 0.75 LB X60 DLQ,8/P, 8/76940		ORLOV II	EA			1	41.94		0		
Franks - Lafayette	Franks International	135495		NA	28 INCH 0.75 LB X60 DLQ,8/P, 27/76940		ORLOV II	EA			1	41.96		0		
Franks - Lafayette	Franks International	135496		NA	28 INCH 0.75 LB X60 DLQ,8/P, 32/76940		ORLOV II	EA			1	41.94		0		
Franks - Lafayette	Franks International	135497		NA	28 INCH 0.75 LB X60 DLQ,8/P, 9/76940		ORLOV II	EA			1	41.96		0		
Franks - Lafayette	Franks International	135498		NA	28 INCH 0.75 LB X60 DLQ,8/P, 28/76940		ORLOV II	EA			1	41.94		0		
Franks - Lafayette	Franks International	135499		NA	28 INCH 0.75 LB X60 DLQ,8/P, 10/76940		ORLOV II	EA			1	41.96		0		
Franks - Lafayette	Franks International	135500		NA	28 INCH 0.75 LB X60 DLQ,8/P, 26/76940		ORLOV II	EA			1	41.96		0		
Franks - Lafayette	Franks International	135501		NA	28 INCH 0.75 LB X60 DLQ,8/P, 6/76940		ORLOV II	EA			1	41.94		0		
Franks - Lafayette	Franks International	135502		NA	28 INCH 0.75 LB X60 DLQ,8/P, 5/76940		ORLOV II	EA			1	41.96		0		
Franks - Lafayette	Franks International	135503		NA	28 INCH 0.75 LB X60 DLQ,8/P, 22/76940		ORLOV II	EA			1	41.96		0		
Franks - Lafayette	Franks International	135504		NA	28 INCH 0.75 LB X60 DLQ,8/P, 47/76940		ORLOV II	EA			1	41.96		0		
Franks - Lafayette	Franks International	135505		NA	28 INCH 0.75 LB X60 DLQ,8/P, 21/76940		ORLOV II	EA			1	41.01		0		
Franks - Lafayette	Franks International	135508		NA	28 INCH 0.75 LB X60 DLQ,8/P, 23/76940		ORLOV II	EA			1	41.96		0		
Franks - Lafayette	Franks International	135540		NA	28 INCH 0.75 LB X60 DLQ,8/P, 3/76940		ORLOV II	EA			1	41.96		0		
Franks - Lafayette	Franks International	135543		NA	28 INCH 0.75 LB X60 DLQ,8/P, 2/76940		ORLOV II	EA			1	41.47		0		
Franks - Lafayette	Franks International	135546		NA	28 INCH 0.75 LB X60 DLQ,8/P, 1/76940		ORLOV II	EA			1	41.97		0		
Franks - Lafayette	Franks International	138955		Rack No. QR13	28 INCH 0.75 LB X60 DLQ,8/P, 77/70915		ORLOV II	EA			1	41.96		0		
Franks - Lafayette	Franks International	138956		Rack No. QR13	28 INCH 0.75 LB X60 DLQ,8/P, 63/70915		ORLOV II	EA			1	41.95		0		
Franks - Lafayette	Franks International	138957		Rack No. QR13	28 INCH 0.75 LB X60 DLQ,8/P, 40/70915		ORLOV II	EA			1	41.96		0		
Franks - Lafayette	Franks International	138958		Rack No. QR13	28 INCH 0.75 LB X60 DLQ,8/P, 43/70915		ORLOV II	EA			1	41.98		0		
Franks - Lafayette	Franks International	88725		Rack No. BPL7R5	28 INCH 0.75 LB X60 DLQ,8/P, 19/70785		ORLOV II	EA			1	42.02		0		
Franks - Lafayette	Franks International	88729		Rack No. BPL7R5	28 INCH 0.75 LB X60 DLQ,8/P, 25/70785		ORLOV II	EA			1	41.96		0		
Franks - Lafayette	Franks International	124226		NA	22 INCH 1 LB X80 DLQ,8/P, 99/75976		ORLOV II	EA			1	41.45		0		
Franks - Lafayette	Franks International	124227		NA	22 INCH 1 LB X80 DLQ,8/P, 260/75976		ORLOV II	EA			1	41.51		0		
Franks - Lafayette	Franks International	124230		NA	22 INCH 1 LB X80 DLQ,8/P, 105/75976		ORLOV II	EA			1					



Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt%	Net Value
Franks - Lafayette	Franks International	124238		NA	22 INCH 1 LB x80 DLQ,B/P, 263/75976		ORLOV II	EA			1	41.51	0			
Franks - Lafayette	Franks International	124241		NA	22 INCH 1 LB x80 DLQ,B/P, 120/75976		ORLOV II	EA			1	41.5	0			
Franks - Lafayette	Franks International	124242		NA	22 INCH 1 LB x80 DLQ,B/P, 121/75976		ORLOV II	EA			1	41.5	0			
Franks - Lafayette	Franks International	124243		NA	22 INCH 1 LB x80 DLQ,B/P, 110/75976		ORLOV II	EA			1	41.48	0			
Franks - Lafayette	Franks International	124262		NA	22 INCH 1 LB x80 DLQ,B/P, 115/75976		ORLOV II	EA			1	41.49	0			
Franks - Lafayette	Franks International	124263		NA	22 INCH 1 LB x80 DLQ,B/P, 102/75976		ORLOV II	EA			1	41.51	0			
Franks - Lafayette	Franks International	124267		NA	22 INCH 1 LB x80 DLQ,B/P, 266/75976		ORLOV II	EA			1	41.48	0			
Franks - Lafayette	Franks International	124269		NA	22 INCH 1 LB x80 DLQ,B/P, 265/75976		ORLOV II	EA			1	41.47	0			
Franks - Lafayette	Franks International	124278		NA	22 INCH 1 LB x80 DLQ,B/P, 264/75976		ORLOV II	EA			1	41.48	0			
Franks - Lafayette	Franks International	124279		NA	22 INCH 1 LB x80 DLQ,B/P, 104/75976		ORLOV II	EA			1	41.48	0			
Franks - Lafayette	Franks International	124281		NA	22 INCH 1 LB x80 DLQ,B/P, 108/75976		ORLOV II	EA			1	41.52	0			
Franks - Lafayette	Franks International	124284		NA	22 INCH 1 LB x80 DLQ,B/P, 96/75976		ORLOV II	EA			1	41.38	0			
Franks - Lafayette	Franks International	124285		NA	22 INCH 1 LB x80 DLQ,B/P, 95/75976		ORLOV II	EA			1	41.49	0			
Franks - Lafayette	Franks International	124286		NA	22 INCH 1 LB x80 DLQ,B/P, 101/75976		ORLOV II	EA			1	41.49	0			
Franks - Lafayette	Franks International	124310		NA	22 INCH 1 LB x80 DLQ,B/P, 112/75976		ORLOV II	EA			1	41.48	0			
Franks - Lafayette	Franks International	124312		NA	22 INCH 1 LB x80 DLQ,B/P, 118/75976		ORLOV II	EA			1	41.5	0			
Franks - Lafayette	Franks International	124313		NA	22 INCH 1 LB x80 DLQ,B/P, 119/75976		ORLOV II	EA			1	41.46	0			
Franks - Lafayette	Franks International	124318		NA	22 INCH 1 LB x80 DLQ,B/P, 114/75976		ORLOV II	EA			1	41.49	0			
Franks - Lafayette	Franks International	125166		NA	22 INCH 1 LB x80 DLQ,B/P, 128/75976		ORLOV II	EA			1	41.48	0			
Franks - Lafayette	Franks International	125172		NA	22 INCH 1 LB x80 DLQ,B/P, 122/75976		ORLOV II	EA			1	41.48	0			
Franks - Lafayette	Franks International	125173		NA	22 INCH 1 LB x80 DLQ,B/P, 123/75976		ORLOV II	EA			1	41.48	0			
Franks - Lafayette	Franks International	125190		NA	22 INCH 1 LB x80 DLQ,B/P, 144/75976		ORLOV II	EA			1	41.49	0			
Franks - Lafayette	Franks International	125191		NA	22 INCH 1 LB x80 DLQ,B/P, 143/75976		ORLOV II	EA			1	41.49	0			
Franks - Lafayette	Franks International	125200		NA	22 INCH 1 LB x80 DLQ,B/P, 155/75976		ORLOV II	EA			1	41.47	0			
Franks - Lafayette	Franks International	125201		NA	22 INCH 1 LB x80 DLQ,B/P, 154/75976		ORLOV II	EA			1	41.48	0			
Franks - Lafayette	Franks International	125204		NA	22 INCH 1 LB x80 DLQ,B/P, 159/75976		ORLOV II	EA			1	41.49	0			
Franks - Lafayette	Franks International	125205		NA	22 INCH 1 LB x80 DLQ,B/P, 158/75976		ORLOV II	EA			1	41.49	0			
Franks - Lafayette	Franks International	125213		NA	22 INCH 1 LB x80 DLQ,B/P, 162/75976		ORLOV II	EA			1	41.48	0			
Franks - Lafayette	Franks International	125219		NA	22 INCH 1 LB x80 DLQ,B/P, 139/75976		ORLOV II	EA			1	41.49	0			
Franks - Lafayette	Franks International	125221		NA	22 INCH 1 LB x80 DLQ,B/P, 137/75976		ORLOV II	EA			1	41.49	0			

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Franks - Lafayette	Franks International	109324		Rack No. BPR7L4	22 INCH 1.25 LB X80 DLQ,B/P, 15/74732		NOBLE	EA			1	21.74	0			
Franks - Lafayette	Franks International	111396		Rack No. BPR7L4	22 INCH 1 LB X80 DLQ,B/P, 4/74727		NOBLE	EA			1	28.35	0			
Franks - Lafayette	Franks International	111399		Rack No. BPR7L4	22 INCH 1 LB X80 DLQ,B/P, 2/74727		NOBLE	EA			1	28.32	0			
Franks - Lafayette	Franks International	112330		Rack No. QRR1L2	22 INCH 1.25 LB X80 DLQ,B/P, 15/74736		NOBLE	EA			1	81.15	0			
Franks - Lafayette	Franks International	112336		Rack No. QRR1L2	22 INCH 1.25 LB X80 DLQ,B/P, 20/74736		NOBLE	EA			1	81.85	0			
Franks - Lafayette	Franks International	112709		Rack No. QRR1L2	22 INCH 1.25 LB X80 DLQ,B/P, 9/74736		NOBLE	EA			1	81.85	0			
Franks - Lafayette	Franks International	112710		Rack No. QRR1L2	22 INCH 1.25 LB X80 DLQ,B/P, 23/74736		NOBLE	EA			1	81.92	0			
Franks - Lafayette	Franks International	112712		Rack No. QRR1L2	22 INCH 1.25 LB X80 DLQ,B/P, 22/74736		NOBLE	EA			1	81.85	0			
Franks - Lafayette	Franks International	115996		Rack No. BPR7L4	22 INCH 1 LB X80 DLQ,B/P, 7/72609		NOBLE	EA			1	31.34	0			
Franks - Lafayette	Franks International	116784		PYM	36 INCH 2 LB X70 DLQ,B		NOBLE	EA			1	4.5	0			
Franks - Lafayette	Franks International	123875		NA	22 INCH 1.25 LB X80 DLQ,B/PE,			EA			1	40.89	0			
Franks - Lafayette	Franks International	136805		Rack No. QRR2L1	26 INCH 1 LB X5256 DDS,B/P, 13/76560		#A-21 ST - SOUTH MARSH	EA			1	40.06	0			
Franks - Lafayette	Franks International	136806		Rack No. QRR2L1	26 INCH 1 LB X5256 DDS,B/P, 16/76560		#A-21 ST - SOUTH MARSH	EA			1	40.09	0			
Franks - Lafayette	Franks International	136807		Rack No. QRR2L1	26 INCH 1 LB X5256 DDS,B/P, 7/76560		#A-21 ST - SOUTH MARSH	EA			1	40.06	0			
Franks - Lafayette	Franks International	136808		NA	26 INCH 1 LB X5256 DDS,B/TCE, 11/76560		#A-21 ST - SOUTH MARSH	EA			1	14.44	0			
Franks - Lafayette	Franks International	136809		NA	26 INCH 1 LB X5256 DDS,B/F5, 18/76560		SOUTH MARSH ISLAND#A-21 ST	EA			1	23.75	0			
Franks - Lafayette	Franks International	136810		Rack No. QRR2L1	26 INCH 1 LB X5256 DDS,B/P, 8/76560		#A-21 ST - SOUTH MARSH	EA			1	40.09	0			
Franks - Lafayette	Franks International	137230		Rack No. QRR2L1	26 INCH 1 LB X5256 DDS,B/P, 17/76560		#A-21 ST - SOUTH MARSH	EA			1	40.09	0			
Franks - Lafayette	Franks International	137231		Rack No. QRR2L1	26 INCH 1 LB X5256 DDS,B/P, 15/76560		#A-21 ST - SOUTH MARSH	EA			1	40.09	0			
Franks - Lafayette	Franks International	137232		Rack No. QRR2L1	26 INCH 1 LB X5256 DDS,B/P, 14/76560		#A-21 ST - SOUTH MARSH	EA			1	40.09	0			
Franks - Lafayette	Franks International	137233		Rack No. QRR2L1	26 INCH 1 LB X5256 DDS,B/P, 5/76560		#A-21 ST - SOUTH MARSH	EA			1	40.09	0			
Franks - Lafayette	Franks International	137234		Rack No. QRR2L1	26 INCH 1 LB X5256 DDS,B/P, 4/76560		#A-21 ST - SOUTH MARSH	EA			1	40.09	0			
Franks - Lafayette	Franks International	137235		Rack No. QRR2L1	26 INCH 1 LB X5256 DDS,B/P, 9/76560		#A-21 ST - SOUTH MARSH	EA			1	40.08	0			
Franks - Lafayette	Franks International	137239		Rack No. QRR5L4	26 INCH 1 LB X5256 DDS,B/P, 12/76560		#A-21 ST - SOUTH MARSH	EA			1	40.1	0			
Franks - Lafayette	Franks International	137240		Rack No. QRR2L1	26 INCH 1 LB X5256 DDS,B/P, 10/76560		#A-21 ST - SOUTH MARSH	EA			1	40.08	0			
Franks - Lafayette	Franks International	137241		Rack No. QRR2L1	26 INCH 1 LB X5256 DDS,B/P, 6/76560		#A-21 ST - SOUTH MARSH	EA			1	40.08	0			
Franks - Lafayette	Franks International	137242		Rack No. QRR2L1	26 INCH 1 LB X5256 DDS,B/TCE,COT, 1/76560		#A-21 ST - SOUTH MARSH	EA			1	12.48	0			
Franks - Lafayette	Franks International	137243		Rack No. QRR1R1	26 INCH 1 LB X5256 DDS,B/TCE, 11/76560		#A-21 ST - SOUTH MARSH	EA			1	25.65	0			
Franks - Lafayette	Franks International	137244		Rack No. QRL3L1	26 INCH 1 LB X5256 TCE/TCE,COT, 1/76560		#A-21 ST - SOUTH MARSH	EA			1	14.16	0			
Franks - Lafayette	Franks International	137384		Rack No. QRR2L1	26 INCH 1 LB X5256 DDS,B/P, 12/76561		SOUTH MARSH ISLAND#A-21 ST # 105	EA			1	40.09	0			
Franks - Lafayette	Franks International	137392		Rack No. QRR5L4	26 INCH 1 LB X5256 DDS,B/P, 3/76561		SHIP SHOAL 169 #G-3	EA			1	40.1	0			
Franks - Lafayette	Franks International	137393		Rack No. QRR5L4	26 INCH 1 LB X5256 DDS,B/P, 8/76561		SHIP SHOAL 169 #G-3	EA			1	40.1	0			
Franks - Lafayette	Franks International	137394		Rack No. QRR5L4	26 INCH 1 LB X5256 DDS,B/P,COT, 6/76561		SHIP SHOAL 169 #G-3	EA			1	40.1	0			
Franks - Lafayette	Franks International	137938		Rack No. BPL11R1	22 INCH 1 LB X80 DLQ,B/P,X/O, 1/72603		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.65	0			
Franks - Lafayette	Franks International	138065		Rack No. BPL10L1	36 INCH 1.5 LB X65 DLQ,B/P, 26/70264		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.97	0			
Franks - Lafayette	Franks International	138459		Rack No. BPL10L1	28 INCH 0.75 LB X60 DLQ,B/P, 2/76746		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	43.58	0			
Franks - Lafayette	Franks International	138928		Rack No. BPR14L1	22 INCH 1 LB X80 DLQ,B/P, 28/73725		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	61.46	0			
Franks - Lafayette	Franks International	138947		Rack No. BPL11R1	22 INCH 1 LB X80 DLQ,B/P,BURST X DLQ,B/P, 10/76595		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	49.56	0			
Franks - Lafayette	Franks International	140972		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 20/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42	0			
Franks - Lafayette	Franks International	140973		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 27/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.78	0			
Franks - Lafayette	Franks International	140974		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 41/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.09	0			
Franks - Lafayette	Franks International	140975		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 45/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.13	0			
Franks - Lafayette	Franks International	140976		Rack No. BPL9L4	22 INCH 1 LB X80 DLQ,B/P, 60/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.66	0			
Franks - Lafayette	Franks International	140977		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 53/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.96	0			
Franks - Lafayette	Franks International	140978		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 13/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.05	0			
Franks - Lafayette	Franks International	140979		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 37/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.07	0			
Franks - Lafayette	Franks International	140980		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 40/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.15	0			
Franks - Lafayette	Franks International	140981		Rack No. BPL9L4	22 INCH 1 LB X80 DLQ,B/P, 23/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.1	0			
Franks - Lafayette	Franks International	140982		Rack No. BPL9L4	22 INCH 1 LB X80 DLQ,B/P, 7/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.11	0			
Franks - Lafayette	Franks International	140983		Rack No. BPL9L4	22 INCH 1 LB X80 DLQ,B/P, 81/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.12	0			
Franks - Lafayette	Franks International	140984		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 15/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.12	0			

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Franks - Lafayette	Franks International	140985		Rack No. BPL11R4	22 INCH 1 LB X80 DLQ,B/P, 21/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.09	0			
Franks - Lafayette	Franks International	140986		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 70/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.96	0			
Franks - Lafayette	Franks International	140987		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 44/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.38	0			
Franks - Lafayette	Franks International	140988		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 14/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.02	0			
Franks - Lafayette	Franks International	140989		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 12/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.04	0			
Franks - Lafayette	Franks International	140990		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 74/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.08	0			
Franks - Lafayette	Franks International	140991		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 63/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.1	0			
Franks - Lafayette	Franks International	140992		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 61/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.11	0			
Franks - Lafayette	Franks International	140993		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 19/76595		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.37	0			
Franks - Lafayette	Franks International	140994		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 20/76595		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.06	0			
Franks - Lafayette	Franks International	140995		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 51/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.96	0			
Franks - Lafayette	Franks International	140996		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 68/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.36	0			
Franks - Lafayette	Franks International	140997		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 24/76595		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.11	0			
Franks - Lafayette	Franks International	141002		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 92/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.45	0			
Franks - Lafayette	Franks International	141003		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 116/76883		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.43	0			
Franks - Lafayette	Franks International	141004		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 73/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.1	0			
Franks - Lafayette	Franks International	141005		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 130/76883		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.46	0			
Franks - Lafayette	Franks International	141006		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 21/76595		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.59	0			
Franks - Lafayette	Franks International	141007		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 18/76595		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.08	0			
Franks - Lafayette	Franks International	141008		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 14/76595		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.11	0			
Franks - Lafayette	Franks International	141009		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 25/76595		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.12	0			
Franks - Lafayette	Franks International	141010		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 4/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.05	0			
Franks - Lafayette	Franks International	141011		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 78/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.34	0			
Franks - Lafayette	Franks International	141012		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 87/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.16	0			
Franks - Lafayette	Franks International	141013		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 6/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.12	0			
Franks - Lafayette	Franks International	141014		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 33/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.14	0			
Franks - Lafayette	Franks International	141015		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 11/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.16	0			
Franks - Lafayette	Franks International	141016		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 9/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42	0			
Franks - Lafayette	Franks International	141017		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 27/76595		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.11	0			
Franks - Lafayette	Franks International	141018		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 32/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.09	0			
Franks - Lafayette	Franks International	141019		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 94/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.46	0			
Franks - Lafayette	Franks International	141020		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 28/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.12	0			
Franks - Lafayette	Franks International	141021		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 30/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.13	0			
Franks - Lafayette	Franks International	141022		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 31/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.44	0			
Franks - Lafayette	Franks International	141023		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 90/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	44.89	0			
Franks - Lafayette	Franks International	141024		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 12/76595		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.09	0			
Franks - Lafayette	Franks International	141025		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 93/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.47	0			
Franks - Lafayette	Franks International	141026		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 84/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.49	0			
Franks - Lafayette	Franks International	141027		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 96/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.01	0			
Franks - Lafayette	Franks International	141028		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 35/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.1	0			
Franks - Lafayette	Franks International	141029		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 18/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.87	0			
Franks - Lafayette	Franks International	141030		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 47/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.07	0			
Franks - Lafayette	Franks International	141031		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 10/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.09	0			
Franks - Lafayette	Franks International	141032		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 114/76883		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.47	0			
Franks - Lafayette	Franks International	141033		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 46/76883		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.42	0			
Franks - Lafayette	Franks International	141034		Rack No. BPR5L3	22 INCH 1 LB X80 DLQ,B/P, 57/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.08	0			
Franks - Lafayette	Franks International	141035		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 56/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.14	0			

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Franks - Lafayette	Franks International	141036		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 86/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.13	0			
Franks - Lafayette	Franks International	141037		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 37/76883		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.49	0			
Franks - Lafayette	Franks International	141038		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 39/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.11	0			
Franks - Lafayette	Franks International	141039		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 39/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.14	0			
Franks - Lafayette	Franks International	141040		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 47/76883		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.42	0			
Franks - Lafayette	Franks International	141041		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 42/76883		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.51	0			
Franks - Lafayette	Franks International	141042		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 24/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.12	0			
Franks - Lafayette	Franks International	141043		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 79/76883		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.48	0			
Franks - Lafayette	Franks International	141044		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 54/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.09	0			
Franks - Lafayette	Franks International	141045		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 46/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.72	0			
Franks - Lafayette	Franks International	141046		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 82/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.14	0			
Franks - Lafayette	Franks International	141047		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 2/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.1	0			
Franks - Lafayette	Franks International	141048		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 43/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.6	0			
Franks - Lafayette	Franks International	141049		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 16/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.12	0			
Franks - Lafayette	Franks International	141050		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 22/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.11	0			
Franks - Lafayette	Franks International	141051		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 26/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.14	0			
Franks - Lafayette	Franks International	141052		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 19/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.07	0			
Franks - Lafayette	Franks International	141053		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 29/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.38	0			
Franks - Lafayette	Franks International	141054		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 3/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.06	0			
Franks - Lafayette	Franks International	141055		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 50/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.14	0			
Franks - Lafayette	Franks International	141056		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 8/76883		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.14	0			
Franks - Lafayette	Franks International	141057		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 8/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.07	0			
Franks - Lafayette	Franks International	141058		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 48/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.13	0			
Franks - Lafayette	Franks International	141059		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 55/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.64	0			
Franks - Lafayette	Franks International	141060		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 76/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.41	0			
Franks - Lafayette	Franks International	141061		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 64/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.13	0			
Franks - Lafayette	Franks International	141062		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 65/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.1	0			
Franks - Lafayette	Franks International	141063		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 36/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.72	0			
Franks - Lafayette	Franks International	141064		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 62/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.41	0			
Franks - Lafayette	Franks International	141065		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 8/76883		MC519 #3 - Genovesa	EA			1	41.48	0			
Franks - Lafayette	Franks International	141066		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 69/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.09	0			
Franks - Lafayette	Franks International	141067		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 72/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.11	0			
Franks - Lafayette	Franks International	141068		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 66/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.13	0			
Franks - Lafayette	Franks International	141069		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 5/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.09	0			
Franks - Lafayette	Franks International	141070		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 34/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.24	0			
Franks - Lafayette	Franks International	141071		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 75/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.14	0			
Franks - Lafayette	Franks International	141072		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 17/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.95	0			
Franks - Lafayette	Franks International	141073		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 38/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.09	0			
Franks - Lafayette	Franks International	141074		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 85/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.09	0			
Franks - Lafayette	Franks International	141075		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 79/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.08	0			
Franks - Lafayette	Franks International	141076		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 58/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.48	0			
Franks - Lafayette	Franks International	141077		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 42/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.13	0			
Franks - Lafayette	Franks International	141078		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 48/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.47	0			
Franks - Lafayette	Franks International	141079		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 25/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.15	0			
Franks - Lafayette	Franks International	141080		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 77/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.11	0			
Franks - Lafayette	Franks International	141081		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 3/76595		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.11	0			
Franks - Lafayette	Franks International	141082		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 83/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.09	0			

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Franks - Lafayette	Franks International	141083		Rack No. BPL10L2	22 INCH 1 LB X80 DLQ,B/P, 40/76883		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.51	0			
Franks - Lafayette	Franks International	141084		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 80/76883		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.45	0			
Franks - Lafayette	Franks International	141085		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 67/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.15	0			
Franks - Lafayette	Franks International	141086		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 71/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.12	0			
Franks - Lafayette	Franks International	141087		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 52/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.05	0			
Franks - Lafayette	Franks International	141088		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 49/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.13	0			
Franks - Lafayette	Franks International	141089		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 87/76883		MC519 #3 - Genovesa	EA			1	41.49	0			
Franks - Lafayette	Franks International	141090		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 93/76883		MC519 #3 - Genovesa	EA			1	41.42	0			
Franks - Lafayette	Franks International	141091		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 24/76883		MC519 #3 - Genovesa	EA			1	41.5	0			
Franks - Lafayette	Franks International	141122		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 83/76883		MC519 #3 - Genovesa	EA			1	41.5	0			
Franks - Lafayette	Franks International	141123		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 92/76883		MC519 #3 - Genovesa	EA			1	41.47	0			
Franks - Lafayette	Franks International	141124		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 28/76883		MC519 #3 - Genovesa	EA			1	41.5	0			
Franks - Lafayette	Franks International	141125		Rack No. BPR7L2	22 INCH 1 LB X80 DLQ,B/P, 90/76883		MC519 #3 - Genovesa	EA			1	41.47	0			
Franks - Lafayette	Franks International	141126		Rack No. QRR8L3	22 INCH 1 LB X80 DLQ,B/P, 152/75976		MC519 #3 - Genovesa	EA			1	41.47	0			
Franks - Lafayette	Franks International	141127		Rack No. QRR8L3	22 INCH 1 LB X80 DLQ,B/P, 20/76883		MC519 #3 - Genovesa	EA			1	41.5	0			
Franks - Lafayette	Franks International	141129		Rack No. QRR8L3	22 INCH 1 LB X80 DLQ,B/P, 1/76748		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	43.52	0			
Franks - Lafayette	Franks International	141130		Rack No. QRR8L3	22 INCH 1 LB X80 DLQ,B/P, 124/76883		MC519 #3 - Genovesa	EA			1	41.45	0			
Franks - Lafayette	Franks International	141131		Rack No. QRR8L3	22 INCH 1 LB X80 DLQ,B/P, 38/76883		MC519 #3 - Genovesa	EA			1	41.48	0			
Franks - Lafayette	Franks International	141230		Rack No. BPL12R1	36 INCH 1.5 LB X65 DLQ,B/P, 2/76608		MC519 #3 - Genovesa	EA			1	42.45	0			
Franks - Lafayette	Franks International	141233		Rack No. BPL12R1	36 INCH 1.5 LB X65 DLQ,B/P, 5/76608		MC519 #3 - Genovesa	EA			1	42.18	0			
Franks - Lafayette	Franks International	141234		Rack No. BPL12R1	36 INCH 1.5 LB X65 DLQ,B/P, 3/76608		MC519 #3 - Genovesa	EA			1	42.18	0			
Franks - Lafayette	Franks International	141235		Rack No. BPL12R1	36 INCH 1.5 LB X65 DLQ,B/P, 11/76881		MC519 #3 - Genovesa	EA			1	40.95	0			
Franks - Lafayette	Franks International	141236		Rack No. BPL12R1	36 INCH 1.5 LB X65 DLQ,B/P, 2/75995		MC519 #3 - Genovesa	EA			1	41.89	0			
Franks - Lafayette	Franks International	141237		Rack No. BPR5L3	22 INCH 1.25 LB X80 DLQ,B/P, 8/76813		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.72	0			
Franks - Lafayette	Franks International	141238		Rack No. BPR5L3	22 INCH 1.25 LB X80 DLQ,B/P, 49/76883		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.72	0			
Franks - Lafayette	Franks International	141239		Rack No. BPR5L3	22 INCH 1.25 LB X80 DLQ,B/P, 49/76883		MC519 #3 - Genovesa	EA			1	41.65	0			
Franks - Lafayette	Franks International	141240		Rack No. BPR5L3	22 INCH 1.25 LB X80 DLQ,B/P, 3/76813		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.7	0			
Franks - Lafayette	Franks International	141241		Rack No. BPR5L3	22 INCH 1.25 LB X80 DLQ,B/P, 5/76813		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.7	0			
Franks - Lafayette	Franks International	141392		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 41/70915		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.94	0			
Franks - Lafayette	Franks International	141393		Rack No. BPR7R2	28 INCH 0.75 LB X60 DLQ,B/P, 4/73211		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.96	0			
Franks - Lafayette	Franks International	141394		Rack No. BPR7R2	28 INCH 0.75 LB X60 DLQ,B/P, 3/73211		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.9	0			
Franks - Lafayette	Franks International	141395		Rack No. BPR7R2	28 INCH 0.75 LB X60 DLQ,B/P, 13/73213		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.02	0			
Franks - Lafayette	Franks International	141396		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 21/73213		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.01	0			
Franks - Lafayette	Franks International	141397		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 33/73213		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.09	0			
Franks - Lafayette	Franks International	141398		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 51/70915		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.94	0			
Franks - Lafayette	Franks International	141399		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 28/73212		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.99	0			
Franks - Lafayette	Franks International	141400		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 24/70915		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.94	0			
Franks - Lafayette	Franks International	141401		Rack No. BPR7R2	28 INCH 0.75 LB X60 DLQ,B/P, 3/73211		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.96	0			
Franks - Lafayette	Franks International	141402		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 40/73213		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.1	0			
Franks - Lafayette	Franks International	141403		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 29/73213		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.1	0			
Franks - Lafayette	Franks International	141404		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 37/70915		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.94	0			
Franks - Lafayette	Franks International	141405		Rack No. BPR7R2	28 INCH 0.75 LB X60 DLQ,B/P, 13/70915		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.94	0			
Franks - Lafayette	Franks International	141406		Rack No. BPR7R2	28 INCH 0.75 LB X60 DLQ,B/P, 31/73213		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.96	0			
Franks - Lafayette	Franks International	141407		Rack No. BPR7R2	28 INCH 0.75 LB X60 DLQ,B/P, 53/70915		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.94	0			
Franks - Lafayette	Franks International	141408		Rack No. BPR7R2	28 INCH 0.75 LB X60 DLQ,B/P, 16/70915		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.94	0			
Franks - Lafayette	Franks International	141409		Rack No. BPR7R2	28 INCH 0.75 LB X60 DLQ,B/P, 8/70915		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.94	0			
Franks - Lafayette	Franks International	141410		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 20/73213		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.98	0			

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Franks - Lafayette	Franks International	141411		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 8/73213		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.97	0			
Franks - Lafayette	Franks International	141412		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 48/70915		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.94	0			
Franks - Lafayette	Franks International	141413		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 10/73212		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.96	0			
Franks - Lafayette	Franks International	141414		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 49/70915		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.94	0			
Franks - Lafayette	Franks International	141415		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 26/70462		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.94	0			
Franks - Lafayette	Franks International	141416		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 26/73212		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.94	0			
Franks - Lafayette	Franks International	141417		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 78/70915		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.94	0			
Franks - Lafayette	Franks International	141418		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 1/73211		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.95	0			
Franks - Lafayette	Franks International	141419		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 15/70915		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.94	0			
Franks - Lafayette	Franks International	141420		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 12/73157		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.99	0			
Franks - Lafayette	Franks International	141421		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 76/70915		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.94	0			
Franks - Lafayette	Franks International	141422		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 81/70915		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.94	0			
Franks - Lafayette	Franks International	141423		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 34/70915		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.94	0			
Franks - Lafayette	Franks International	141424		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 44/70915		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.94	0			
Franks - Lafayette	Franks International	141425		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 31/70462		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.94	0			
Franks - Lafayette	Franks International	141426		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 76/70915		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.94	0			
Franks - Lafayette	Franks International	141427		Rack No. BPR7R2	28 INCH 0.75 LB X60 DLQ,B/P, 9/70915		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.94	0			
Franks - Lafayette	Franks International	141428		Rack No. BPR7R2	28 INCH 0.75 LB X60 DLQ,B/P, 41/73213		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.01	0			
Franks - Lafayette	Franks International	141429		Rack No. BPR7R2	28 INCH 0.75 LB X60 DLQ,B/P, 56/70915		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.94	0			
Franks - Lafayette	Franks International	141430		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 30/70915		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.94	0			
Franks - Lafayette	Franks International	141431		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 12/70915		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.94	0			
Franks - Lafayette	Franks International	141432		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 8/73212		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.95	0			
Franks - Lafayette	Franks International	141433		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 39/73213		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.01	0			
Franks - Lafayette	Franks International	141434		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 39/70915		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.94	0			
Franks - Lafayette	Franks International	141435		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 69/70915		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.94	0			
Franks - Lafayette	Franks International	141436		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 33/70462		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.94	0			
Franks - Lafayette	Franks International	141437		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 61/70915		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.94	0			
Franks - Lafayette	Franks International	141438		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 47/70915		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.94	0			
Franks - Lafayette	Franks International	141439		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 30/73212		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.94	0			
Franks - Lafayette	Franks International	141441		Rack No. BPR9L3	28 INCH 0.75 LB X60 DLQ,B/P, 60/70915		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.94	0			
Franks - Lafayette	Franks International	141442		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 46/70915		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.94	0			
Franks - Lafayette	Franks International	141443		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 20/70915		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.94	0			
Franks - Lafayette	Franks International	141444		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 70/70915		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.94	0			
Franks - Lafayette	Franks International	141445		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 79/70915		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.94	0			
Franks - Lafayette	Franks International	141446		Rack No. BPL5R4	28 INCH 0.75 LB X60 DLQ,B/P, 74/70915		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.94	0			
Franks - Lafayette	Franks International	141447		Rack No. BPL5R4	28 INCH 0.75 LB X60 DLQ,B/P, 11/70915		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.94	0			
Franks - Lafayette	Franks International	141448		Rack No. BPL5R4	28 INCH 0.75 LB X60 DLQ,B/P, 11/73213		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.02	0			
Franks - Lafayette	Franks International	141450		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 26/73213		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.01	0			
Franks - Lafayette	Franks International	141452		Rack No. BPRS13	22 INCH 1.25 LB X80 DLQ,B/P, 4/76813		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.67	0			
Franks - Lafayette	Franks International	141453		Rack No. BPRS13	22 INCH 1.25 LB X80 DLQ,B/P, 9/76813		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.74	0			
Franks - Lafayette	Franks International	141454		Rack No. BPRS13	22 INCH 1.25 LB X80 DLQ,B/P, 10/76813		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.76	0			
Franks - Lafayette	Franks International	141455		Rack No. BPRS13	22 INCH 1.25 LB X80 DLQ,B/P, 6/76813		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.71	0			
Franks - Lafayette	Franks International	141548		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,P/FS, 1/76596		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	43.6	0			
Franks - Lafayette	Franks International	141549		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 35/76795		MC519 #3 - Genovesa	EA			1	41.47	0			
Franks - Lafayette	Franks International	141550		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 31/76795		MC519 #3 - Genovesa	EA			1	41.92	0			
Franks - Lafayette	Franks International	141551		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 30/76795		MC519 #3 - Genovesa	EA			1	41.93	0			
Franks - Lafayette	Franks International	141552		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 23/76795		MC519 #3 - Genovesa	EA			1	40.13	0			



Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Franks - Lafayette	Franks International	141553		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 26/76795		MC519 #3 - Genovesa	EA			1	41.93	0			
Franks - Lafayette	Franks International	141554		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 3/76795		MC519 #3 - Genovesa	EA			1	41.93	0			
Franks - Lafayette	Franks International	141555		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 28/76795		MC519 #3 - Genovesa	EA			1	41.93	0			
Franks - Lafayette	Franks International	141556		Rack No. BPR9L2	28 INCH 0.75 LB X60 DLQ,B/P, 29/76795		MC519 #3 - Genovesa	EA			1	41.95	0			
Franks - Lafayette	Franks International	141616		Rack No. BPR5L3	22 INCH 1 LB X80 DLQ,B/P, 112/76926		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.01	0			
Franks - Lafayette	Franks International	141619		Rack No. BPR5L3	22 INCH 1 LB X80 DLQ,B/P, 78/76926		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	40.96	0			
Franks - Lafayette	Franks International	141622		Rack No. BPR5L3	22 INCH 1 LB X80 DLQ,B/P, 111/76926		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	40.9	0			
Franks - Lafayette	Franks International	141625		Rack No. BPR5L3	22 INCH 1 LB X80 DLQ,B/P, 123/76926		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.5	0			
Franks - Lafayette	Franks International	65379		Rack No. BPR7L4	22 INCH 1 LB X80 DLQ,B/FS,			EA			1	43.06	0			
Franks - Lafayette	Franks International	81955		Rack No. BPL7L5	28 INCH 0.752 LB X56 DLQ,B/P, 14/74218			EA			1	21.88	0			
Franks - Lafayette	Franks International	83028		Rack No. BPR7L4	36 INCH 1.5 LB X65 DLQ,B/IV,			EA			1	50.55	0			
Franks - Lafayette	Franks International	84690		Rack No. BPL7L5	28 INCH 0.752 LB X56 DLQ,B/P, 1/69354			EA			1	42.03	0			
Franks - Lafayette	Franks International	84693		Rack No. BPL7L5	28 INCH 0.752 LB X56 DLQ,B/P, 4/69354			EA			1	42.03	0			
Franks - Lafayette	Franks International	84694		Rack No. BPL7L5	28 INCH 0.752 LB X56 DLQ,B/P, 5/69354			EA			1	42.04	0			
Franks - Lafayette	Franks International	84696		Rack No. BPL7L5	28 INCH 0.752 LB X56 DLQ,B/P, 7/69354			EA			1	42.09	0			
Franks - Lafayette	Franks International	84881		Rack No. BPL7L5	28 INCH 0.752 LB X56 DLQ,B/P, 12/69354			EA			1	42.04	0			
Franks - Lafayette	Franks International	84893		Rack No. BPL7L5	28 INCH 0.752 LB X56 DLQ,B/P, 24/69354			EA			1	42.03	0			
Franks - Lafayette	Franks International	84900		Rack No. BPL7L5	28 INCH 0.752 LB X56 DLQ,B/FS, 39/69354			EA			1	43.57	0			
Franks - Lafayette	Franks International	86362		Rack No. BPR7L4	36 INCH 1.5 LB X65 DLQ,B/P, 14/70264		Noble	EA			1	42.09	0			
Franks - Lafayette	Franks International	86510		Rack No. BPR7L4	36 INCH 1.5 LB X65 DLQ,B/P, 24/70264		Noble	EA			1	41.91	0			
Franks - Lafayette	Franks International	87226		Rack No. BPR7L4	36 INCH 2 LB X70 DLQ,B/P, 1/70264		Noble	EA			1	42.43	0			
Franks - Lafayette	Franks International	87233		Rack No. BPR7L4	36 INCH 2 LB X70 DLQ,B/P, 5/70264		Noble	EA			1	42.32	0			
Franks - Lafayette	Franks International	91366		Rack No. BPR7L4	22 INCH 1 LB X80 DLQ,B/P, 7/72609		Noble	EA			1	31.4	0			
Franks - Lafayette	Franks International	93573		Rack No. BPL7L5	28 INCH 0.75 LB X5660 DLQ,B/IV,LIF, 19/70466		Noble	EA			1	41.95	0			
Franks - Lafayette	Franks International	93574		Rack No. BPL7L5	28 INCH 0.75 LB X5660 DLQ,B/P, 31/70466		4	EA			1	42	0			
Franks - Lafayette	Franks International	93576		Rack No. BPL7L5	28 INCH 0.75 LB X5660 DLQ,B/P, 2/70466		4	EA			1	42	0			
Franks - Lafayette	Franks International	93578		Rack No. BPL7L5	28 INCH 0.75 LB X5660 DLQ,B/P, 7/70466		4	EA			1	42	0			
Franks - Lafayette	Franks International	95141		Rack No. BPR8R2	22 INCH 1 LB X80 DLQ,B/P,			EA			1	21.4	0			
Franks - New Iberia	Franks International	87377		Rack No. N49	22 INCH 1.5 LB X80 PLAIN,		ORLOV II	EA			1	40.11	0			
Franks - New Iberia	Franks International	87378		Rack No. N49	22 INCH 1.25 LB X80 PLAIN,		ORLOV II	EA			1	40.07	0			
Hornbeck - Fourchon	Hornbeck Energy Services	70024.A			PLATFORM, PN-SW160121-01, TYP AERIAL LIFT	140528	MC 948 GUNFLINT LONG LEAD	EA			1	279145				
Linear - Lafayette	Linear Controls	70131.A		Yard Loc: H219, climate controlled facility	SIEMENS MOTOR: S/N: 0770680-010-1. 1250 HP 882 RPM, 4160 VT, WP11 Frame 6811 Siemens		Thunderhawk	EA			1	0				
Linear - Lafayette	Linear Controls	70146.A		Yard Loc: H222, climate controlled facility	SIEMENS MOTOR: S/N: 11E24214CC112AA3. 75 HP, 1200 RPM, 460 VT, TEFC, Frame 4441		Thunderhawk	EA			1	0				
Linear - Lafayette	Linear Controls	70147.A		Yard Loc: H223, climate controlled facility	AMATHON MOTOR: S/N: WAA037677. 125 HP, 1800 RPM, 460 VR, TEFC, Frame 445T		Thunderhawk	EA			1	0				
Linear - Lafayette	Linear Controls	70149.A		Yard Loc: H225, climate controlled facility	SIEMENS MOTOR: S/N: G12T1269NP17. 250 HP, 1800 RPM, TEFC, Frame 8449T		Thunderhawk	EA			1	0				
NOV - Amelia	NOV	7805505-01		Rack No. AR30.	4 1/2" 15.50# HP1-13CR110 JFE SEAMLESS TUBING, BTS-6 THREAD	FW192008	GC 200 TA-2 S/T	EA	UNKNOWN		15	593.35	0			
NOV - Amelia	NOV	7805505-02		Rack No. AR30.	5 1/2" 23.00# 13CR95 JFE SEAMLESS TUBING, BTS-6 THREAD	FW192008	GC 200 TA-2 S/T	EA	UNKNOWN		23	910.04	0			
NOV - Amelia	NOV	7800124-01		Rack No. MURPHY.	5 1/2" 29.70# HP213CR110 JFE SEAMLESS TUBING, JFE LION THREAD	FW202002	GC 40 #1	EA	NEW		40	1709.4	0			
NOV - Amelia	NOV	7800124-05		Rack No. EQ22.	5 1/2" 29.70# HP2-13CR110 JFE STEEL SEAMLESS PUP JOINTS, DUTCHMAN THREAD	FW202002	GC 40 #1	EA	USED		1	27	0			
NOV - Amelia	NOV	7800124-01		Rack No. MURPHY.	5 1/2" 29.70# HP213CR110 JFE SEAMLESS TUBING, JFE LION THREAD	FW202002	GC 40 #1	EA	NEW		5	213.05	0			
NOV - Amelia	NOV	7800124-06		Rack No. 2-336	5 1/2" 29.70# HP2-13CR110 JFE SEAMLESS PUP JOINTS, JFE LION CR THREAD	FW202002	GC 40 #1	EA	USED		1	18.1	0			
NOV - Amelia	NOV	7800124-03		Rack No. MURPHY.	5 1/2" 26.00# HP213CR110 JFE SEAMLESS TUBING, JFE LION THREAD	FW202002	GC 40 #1	EA	NEW		3	129.8	0			
NOV - Amelia	NOV	7800124-01		Rack No. MURPHY.	5 1/2" 29.70# HP213CR110 JFE SEAMLESS TUBING, JFE LION THREAD	FW202002	GC 40 #1	EA	NEW		3	126	0			
NOV - Amelia	NOV	7800124-03		Rack No. MURPHY.	5 1/2" 26.00# HP213CR110 JFE SEAMLESS TUBING, JFE LION THREAD	FW202002	GC 40 #1	EA	NEW		45	1926.05	0			
NOV - Amelia	NOV	7800124-03		Rack No. MURPHY.	5 1/2" 26.00# HP213CR110 JFE SEAMLESS TUBING, JFE LION THREAD	FW202002	GC 40 #1	EA	NEW		1	42.75	0			
NOV - Amelia	NOV	7800124-03		Rack No. MURPHY.	5 1/2" 26.00# HP213CR110 JFE SEAMLESS TUBING, JFE LION THREAD	FW202002	GC 40 #1	EA	NEW		2	84.85	0			
NOV - Amelia	NOV	7800124-07		Rack No. 2-336.	5 1/2" 26.00# HP213CR110 JFE SEAMLESS PUP JOINTS, JFE LION THREAD	FW202002	GC 40 #1	EA	NEW		1	8.55	0			
NOV - Amelia	NOV	7800124-07		Rack No. 2-336.	5 1/2" 26.00# HP213CR110 JFE SEAMLESS PUP JOINTS, JFE LION THREAD	FW202002	GC 40 #1	EA	NEW		2	13.25	0			
NOV - Amelia	NOV	7800124-07		Rack No. 2-336.	5 1/2" 26.00# HP213CR110 JFE SEAMLESS PUP JOINTS, JFE LION THREAD	FW202002	GC 40 #1	EA	NEW		2	5.2	0			
NOV - Amelia	NOV	7800124-08		Rack No. N-SPRAY-1.	4 1/2" 15.10# HP2-13CR110 JFE SEAMLESS PUP JOINTS, JFE LION CR THREAD	FW202002	GC 40 #1	EA	NEW		1	4.3	0			
NOV - Amelia	NOV	7800124-02		Rack No. MURPHY.	4 1/2" 18.90# HP213CR110 JFE SEAMLESS TUBING, JFE LION THREAD	FW202002	GC 40 #1	EA	NEW		2	85.15	0			
NOV - Amelia	NOV	7800124-02		Rack No. MURPHY.	4 1/2" 18.90# HP213CR110 JFE SEAMLESS TUBING, JFE LION THREAD	FW202002	GC 40 #1	EA	NEW		41	1724.85	0			
NOV - Amelia	NOV	7800124-02		Rack No. MURPHY.	4 1/2" 18.90# HP213CR110 JFE SEAMLESS TUBING, JFE LION THREAD	FW202002	GC 40 #1	EA	NEW		2	84.7	0			
NOV - Amelia	NOV	7800124-02		Rack No. MURPHY.	4 1/2" 18.90# HP213CR110 JFE SEAMLESS TUBING, JFE LION THREAD	FW202002	GC 40 #1	EA	NEW		3	128.6	0			
NOV - Amelia	NOV	7800124-07		Rack No. 2-336.	5 1/2" 26.00# HP213CR110 JFE SEAMLESS PUP JOINTS, JFE LION THREAD	FW202002	GC 40 #1	EA	NEW		1	15.55	0			
NOV - Amelia	NOV	7800124-07		Rack No. 2-336.	5 1/2" 26.00# HP213CR110 JFE SEAMLESS PUP JOINTS, JFE LION THREAD	FW202002	GC 40 #1	EA	NEW		1	4.5	0			
NOV - Amelia	NOV	7800101-01		Rack No. K029.	5 1/2" 26.00# HP2-13CR110 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW202002	GC 40 #1 OCSG 34536	EA	USED		90	3836.7	0			
NOV - Amelia	NOV	7800101-01		Rack No. K029.	5 1/2" 26.00# HP2-13CR110 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW202002	GC 40 #1 OCSG 34536	EA	USED		21	899.55	0			
NOV - Amelia	NOV	7800101-01		Rack No. K029.	5 1/2" 26.00# HP2-13CR110 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW202002	GC 40 #1 OCSG 34536	EA	USED		1	42.4	0			
NOV - Amelia	NOV	7800101-01		Rack No. K029.	5 1/2" 26.00# HP2-13CR110 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW202002	GC 40 #1 OCSG 34536	EA	USED		142	6052.6	0			
NOV - Amelia	NOV	7800101-02		Rack No. K029.	5 1/2" 29.70# HP2-13CR110 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW202002	GC 40 #1 OCSG 34536	EA	USED		2	84.6	0			
NOV - Amelia	NOV	7800101-01		Rack No. K029.	5 1/2" 26.00# HP2-13CR110 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW202002	GC 40 #1 OCSG 34536	EA	USED		27	1148.8	0			
NOV - Amelia	NOV	7800101-02		Rack No. K029.	5 1/2" 29.70# HP2-13CR110 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW202002	GC 40 #1 OCSG 34536	EA	USED		4	169.25	0			
NOV - Amelia	NOV	7796246-01		Rack No. WKRK02.	4 1/2" 17.00# VM-110 13CR55 VALLOUREC SEAMLESS TUBING, VAM TOP HC THREAD	FW202002	GC 40 #1 KATMAI MC 519 #3 OCSG	EA	NEW		4	171	0			
NOV - Amelia	NOV	7785930-01		Rack No. D001.	5 1/2" 23.00# 13CR95 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW202001	27278	EA	UNKNOWN		40	1760	0			
NOV - Amelia	NOV	7771779-01		Rack No. E033.	5 1/2" 23.00# 13CR95 JFE SEAMLESS CASING, JFE LION CR THREAD	FW202001	MISS CANYON 519 #3 OCSG 12209	EA	NEW		1	44	0			
NOV - Amelia	NOV	7767125-02		Rack No. WRAP1.	4 1/2" 15.10# 13CR95 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW192015	GC 200 TA9-ST01-BP01	EA	NEW		12	519.3	0			
NOV - Amelia	NOV	7767125-02		Rack No. EL06.	4 1/2" 15.10# 13CR95 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW192015	GC 200 TA9-ST01-BP01	EA	NEW		1	38.3	0			

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
NOV - Amelia	NOV	7767125-01		Rack No. WRAP1.	5 1/2" 23.00# 13CR95 JFE SEAMLESS CASING, JFE LION CR THREAD	FW192015	GC 200 TA9-ST01-BP01	EA	NEW		89	3858.85	0			
NOV - Amelia	NOV	7762379-01		Rack No. LONGTR.	4 1/2" 15.20# 13CR95 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW192012	GC 200 / OCSG 12209 TA-2 ST02	EA	UNKNOWN		1	44	0			
NOV - Amelia	NOV	7762379-02		Rack No. I3-WK10.	5 1/2" 23.00# 13CR95 JFE SEAMLESS CASING, JFE LION CR THREAD	FW192012	GC 200 / OCSG 12209 TA-2 ST02	EA	NEW		9	387.15	0			
NOV - Amelia	NOV	7762379-02		Rack No. CUST1.	5 1/2" 23.00# 13CR95 JFE SEAMLESS CASING, JFE LION CR THREAD	FW192012	GC 200 / OCSG 12209 TA-2 ST02	EA	NEW		1	43.55	0			
NOV - Amelia	NOV	7759774-01		Rack No. I3-WK10.	5 1/2" 23.00# 13CR95 JFE SEAMLESS CASING, JFE LION CR THREAD	FW192012	GC 200 TROIKA TA2 ST02 OCSG 12209	EA	NEW		44	1904.7982	0			
NOV - Amelia	NOV	7759774-02		Rack No. CUST1.	4 1/2" 15.10# 13CR95 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW192012	GC 200 TROIKA TA2 ST02 OCSG 12209	EA	NEW		1	41.65	0			
NOV - Amelia	NOV	7759774-02		Rack No. I3-WK10.	4 1/2" 15.10# 13CR95 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW192012	GC 200 TROIKA TA2 ST02 OCSG 12209	EA	NEW		10	429.9	0			
NOV - Amelia	NOV	7759771-01		Rack No. AR33.	5 1/2" 23.00# 13CR95 JFE SEAMLESS CASING, JFE LION CR THREAD	FW192013	GC 200 TROIKA TA3 ST01 OCSG 12209	EA	NEW		1	43.1602	0			
NOV - Amelia	NOV	7759771-02		Rack No. CP02.	4 1/2" 15.10# 13CR95 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW192013	GC 200 TROIKA TA3 ST01 OCSG 12209	EA	NEW		11	472.75	0			
NOV - Amelia	NOV	7759771-01		Rack No. AR33.	5 1/2" 23.00# 13CR95 JFE SEAMLESS CASING, JFE LION CR THREAD	FW192013	GC 200 TROIKA TA3 ST01 OCSG 12209	EA	NEW		22	949.5383	0			
NOV - Amelia	NOV	7759771-03		Rack No. CUST1.	4 1/2" 15.10# 13CR95 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW192013	GC 200 TROIKA TA3 ST01 OCSG 12209	EA	USED		1	43.3	0			
NOV - Amelia	NOV	7754749-01		Rack No. K057.	7 3/4" 46.10# TN-125-HCY TENARIS-TAMSA SEAMLESS CASING, TSH WEDGE 523 THREAD	FW191502	G.C. 40 #21 5/T OCSG 34536 (KATMAI)	EA	NEW		18	830.99	0			
NOV - Amelia	NOV	7753002-01		Rack No. 2-438.	7 3/4" 46.10# TN-125-HCY TENARIS-TAMSA SEAMLESS CASING, TSH WEDGE 523 THREAD	FW191027	GC 200 TA3 OCSG 12209	EA	NEW		11	491.8	0			
NOV - Amelia	NOV	7753002-02		Rack No. 2-438.	7 3/4" 46.10# Q-125 TENARIS-TAMSA SEAMLESS CASING, TSH WEDGE 523 THREAD	FW191027	GC 200 TA3 OCSG 12209	EA	NEW		2	82.05	0			
NOV - Amelia	NOV	7752420-01		Rack No. WKRK02.	5 1/2" 26.00# VM-110 13CRSS VALLOUREC SEAMLESS CASING, VAM TOP HC THREAD	FW191515	GC 40 #1 (KATMAI #1) OCSG 34536	EA	NEW		1	43	0			
NOV - Amelia	NOV	7749432-01		Rack No. C248.	11 7/8" 71.80# HCQ-125 U S STEEL SEAMLESS CASING, TSH 513 THREAD	FW191023	GC 200 #TA-9ST OCSG 12209	EA	NEW		72	3160.9	0			
NOV - Amelia	NOV	7749426-01		Rack No. E121.	11 7/8" 71.80# HCQ-125 U S STEEL SEAMLESS CASING, TSH 513 THREAD	FW191019	MC 519 #3 OCSG 27278	EA	NEW		68	2986.1	0			
NOV - Amelia	NOV	7745836-07		Rack No. C050.	10 3/4" 65.70# Q-125 HC SEAMLESS PUP JOINTS, SLIJI THREAD	FW191023	GC 200 TA9 5/T OCSG 12209	EA	NEW		1	5	0			
NOV - Amelia	NOV	7745836-07		Rack No. C050.	10 3/4" 65.70# Q-125 HC SEAMLESS PUP JOINTS, SLIJI THREAD	FW191023	GC 200 TA9 5/T OCSG 12209	EA	NEW		1	15.2	0			
NOV - Amelia	NOV	7745836-07		Rack No. C050.	10 3/4" 65.70# Q-125 HC SEAMLESS PUP JOINTS, SLIJI THREAD	FW191023	GC 200 TA9 5/T OCSG 12209	EA	NEW		2	19.55	0			
NOV - Amelia	NOV	7745836-12		Rack No. C050.	10 3/4" 65.70# Q-125 HC V&M TCA SEAMLESS CASING, SLIJI THREAD	FW191023	GC 200 TA9 5/T OCSG 12209	EA	USED		2	87.1	0			
NOV - Amelia	NOV	7745836-12		Rack No. C050.	10 3/4" 65.70# Q-125 HC V&M TCA SEAMLESS CASING, SLIJI THREAD	FW191023	GC 200 TA9 5/T OCSG 12209	EA	USED		1	44.95	0			
NOV - Amelia	NOV	7745836-06		Rack No. C050.	10 3/4" 65.70# Q-125 HC V&M TCA SEAMLESS CASING, SLIJI THREAD	FW191023	GC 200 TA9 5/T OCSG 12209	EA	NEW		11	480.93	0			
NOV - Amelia	NOV	7745836-10		Rack No. C050.	9 7/8" 62.80# TN-125-HC TENARIS SEAMLESS CASING, TSH 523 DPLS THREAD	FW191023	GC 200 TA9 5/T OCSG 12209	EA	NEW		4	155.62	0			
NOV - Amelia	NOV	7745836-11		Rack No. C050.	9 7/8" 62.80# TN-125-HC TENARIS SEAMLESS CASING, TSH 523 DPLS THREAD	FW191023	GC 200 TA9 5/T OCSG 12209	EA	USED		2	81.81	0			
NOV - Amelia	NOV	7745836-09		Rack No. C050.	9 7/8" 62.80# TN-125-HC TENARIS SEAMLESS CASING, TSH 523 DPLS THREAD	FW191023	GC 200 TA9 5/T OCSG 12209	EA	NEW		27	1063.34	0			
NOV - Amelia	NOV	7745836-02		Rack No. C048.	7 3/4" 46.10# Q-125 TENARIS SEAMLESS CASING, TSH 523 DPLS THREAD	FW191023	GC 200 TA9 5/T OCSG 12209	EA	NEW		17	696.84	0			
NOV - Amelia	NOV	7745836-08		Rack No. C050.	OTHER, THREAD	FW191023	GC 200 TA9 5/T OCSG 12209	EA	USED		1	4.2	0			
NOV - Amelia	NOV	7745836-03		Rack No. C048.	7 3/4" 46.10# Q-125 TENARIS SEAMLESS CASING, TSH 523 DPLS THREAD	FW191023	GC 200 TA9 5/T OCSG 12209	EA	NEW		3	123.26	0			
NOV - Amelia	NOV	7745836-04		Rack No. C048.	7 3/4" 46.10# Q-125 TENARIS SEAMLESS CASING, TSH 523 DPLS THREAD	FW191023	GC 200 TA9 5/T OCSG 12209	EA	NEW		1	43.29	0			
NOV - Amelia	NOV	7745836-05		Rack No. C048.	7 3/4" 46.10# Q-125 TENARIS SEAMLESS CASING, TSH 523 DPLS THREAD	FW191023	GC 200 TA9 5/T OCSG 12209	EA	NEW		1	43.3	0			
NOV - Amelia	NOV	7745836-01		Rack No. C048.	7 3/4" 46.10# Q-125 TENARIS SEAMLESS CASING, TSH 523 DPLS THREAD	FW191023	GC 200 TA9 5/T OCSG 12209	EA	NEW		28	1269.16	0			
NOV - Amelia	NOV	7742256-02		Rack No. 2-439.	9 7/8" 64.10# Q-125 VALLOUREC SEAMLESS CASING, SLIJI THREAD	FW191023	GC 200 TA9 ST01 OCSG 12209	EA	NEW		3	129.4	0			
NOV - Amelia	NOV	7742256-01		Rack No. 2-439.	9 7/8" 64.10# Q-125 VALLOUREC SEAMLESS CASING, SLIJI THREAD	FW191023	GC 200 TA9 ST01 OCSG 12209	EA	NEW		10	441.3	0			
NOV - Amelia	NOV	7742256-03		Rack No. 2-439.	9 7/8" 64.10# Q-125 VALLOUREC SEAMLESS CASING, SLIJI THREAD	FW191023	GC 200 TA9 ST01 OCSG 12209	EA	NEW		4	175.2	0			
NOV - Amelia	NOV	7742256-04		Rack No. 2-439.	9 7/8" 64.10# Q-125 VALLOUREC SEAMLESS CASING, SLIJI THREAD	FW191023	GC 200 TA9 ST01 OCSG 12209	EA	USED		2	88.05	0			
NOV - Amelia	NOV	7741619-01		Rack No. CEFPU.	7 3/4" 46.10# Q-125 TENARIS SEAMLESS PUP JOINTS, TSH 523 THREAD	FW191027	G.C. 200 TA3 OCSG: 12209	EA	NEW		1	10.12	0			
NOV - Amelia	NOV	7738697-01		Rack No. AR34.	6" X 4 1/2" 30.38# 15.50# (45.88#) HP113CR115(O) HP113CR115(I) JFE SEAMLESS VIT, VAM DRS NA THREAD	FW192008	GREEN CANYON 200 TA-2 / TA-3	EA	USED		58	2300.3	0			
NOV - Amelia	NOV	7736792-01		Rack No. CCF.	9 7/8" 62.80# Q-125 TENARIS SEAMLESS CASING, TSH W523 DPLS THREAD	FW191018	GC 200 #TA-9 OCSG 12209	EA	NEW		1	37.45	0			
NOV - Amelia	NOV	7734993-02		Rack No. CCF.	10 3/4" 73.20# TN-125-HC TENARIS SEAMLESS PUP JOINTS, MAC II THREAD	FW191517	MC 519 #3 OCSG 27278	EA	NEW		2	30	0			
NOV - Amelia	NOV	7734993-01		Rack No. 2-438.	10 3/4" 73.20# TN-125-HC TENARIS SEAMLESS CASING, MAC II THREAD	FW191517	MC 519 #3 OCSG 27278	EA	NEW		9	383.2	0			
NOV - Amelia	NOV	7734993-05		Rack No. CCF.	10 3/4" 73.20# TN-125-HC TENARIS SEAMLESS PUP JOINTS, MAC II THREAD	FW191517	MC 519 #3 OCSG 27278	EA	NEW		1	10.2	0			
NOV - Amelia	NOV	7734993-03		Rack No. 2-439.	OTHER, THREAD	FW191517	MC 519 #3 OCSG 27278	EA	USED		2	80.85	0			
NOV - Amelia	NOV	7734993-07		Rack No. CCF.	OTHER, THREAD	FW191517	MC 519 #3 OCSG 27278	EA	USED		1	5.15	0			
NOV - Amelia	NOV	7734993-01		Rack No. 2-438.	10 3/4" 73.20# TN-125-HC TENARIS SEAMLESS CASING, MAC II THREAD	FW191517	MC 519 #3 OCSG 27278	EA	NEW		13	510.05	0			
NOV - Amelia	NOV	7734993-04		Rack No. 2-438.	9 7/8" 64.10# Q-125 VALLOUREC SEAMLESS CASING, SLIJI THREAD	FW191517	MC 519 #3 OCSG 27278	EA	NEW		24	1051.5	0			

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
NOV - Amelia	NOV	7734993-06		Rack No. CCF.	10 3/4" 73.20# TN-125-HC TENARIS SEAMLESS PUP JOINTS, MAC II THREAD	FW191517	MC 519 #3 OCSG 27278	EA	NEW		2	9.8	0			
NOV - Amelia	NOV	7734993-09		Rack No. 2-313.	9 7/8" 64.10# Q-125 VALLOUREC SEAMLESS CASING, SLIUII THREAD	FW191517	MC 519 #3 OCSG 27278	EA	USED		15	659.7	0			
NOV - Amelia	NOV	7734808-01		Rack No. C248.	9 7/8" 64.10# Q-125 VALLOUREC SEAMLESS CASING, VAM SLI II THREAD	FW191023	GREEN CANYON 200 TA9 S/T OCSG 12209	EA	NEW		1	36.7	0			
NOV - Amelia	NOV	7732821-01		Rack No. 2-438.	13 5/8" 88.20# Q-125 HC V&M SEAMLESS CASING, SLIUII THREAD	FW191019	M.C 519 #3 OCSG: 27278	EA	NEW		4	162.95	0			
NOV - Amelia	NOV	7732821-03		Rack No. R010.	13 5/8" 88.20# 5M-125TT SUMITOMO SEAMLESS CASING, SLIUII THREAD	FW191019	M.C 519 #3 OCSG: 27278	EA	NEW		10	399.25	0			
NOV - Amelia	NOV	7732821-02		Rack No. 2-3308.	13 5/8" 88.20# Q-125 HC U S STEEL SEAMLESS CASING, SLIUII THREAD	FW191019	M.C 519 #3 OCSG: 27278	EA	NEW		3	128.4	0			
NOV - Amelia	NOV	7732821-06		Rack No. 2-313.	13 5/8" 88.20# Q-125 HC U S STEEL SEAMLESS CASING, SLIUII THREAD	FW191019	M.C 519 #3 OCSG: 27278	EA	USED		1	44	0			
NOV - Amelia	NOV	7732821-05		Rack No. R010.	13 5/8" 88.20# 5M-125S NSSMC SEAMLESS CASING, SLIUII THREAD	FW191019	M.C 519 #3 OCSG: 27278	EA	NEW		9	361.35	0			
NOV - Amelia	NOV	7732821-04		Rack No. 2-340.	13 5/8" 88.20# Q-125 HC VMG SEAMLESS CASING, SLIUII THREAD	FW191019	M.C 519 #3 OCSG: 27278	EA	NEW		1	44.5	0			
NOV - Amelia	NOV	7732821-08		Rack No. 2-3308.	13 5/8" 88.20# 5M-125S NSSMC SEAMLESS CASING, SLIUII THREAD	FW191019	M.C 519 #3 OCSG: 27278	EA	USED		2	88	0			
NOV - Amelia	NOV	7731874-01		Rack No. 13-302.	18" 117.00# Q-125-HP USS SEAMLESS CASING, HDL THREAD	FW191019	M.C 519 ROWAN RESOLUTE	EA	NEW		10	406.55	0			
NOV - Amelia	NOV	7731874-02		Rack No. 13-302.	18" 117.00# Q-125-HP USS SEAMLESS CASING, HDL THREAD	FW191019	M.C 519 ROWAN RESOLUTE	EA	NEW		4	170.2	0			
NOV - Amelia	NOV	7729854-01		Rack No. C218.	2 7/8" 6.50# 13CR95 JFE SEAMLESS TUBING, BTS-8 THREAD	FW194024	EW 826 A-18	EA	NEW		54	1701.8	0			
NOV - Amelia	NOV	7729854-01		Rack No. C218.	2 7/8" 6.50# 13CR95 JFE SEAMLESS TUBING, BTS-8 THREAD	FW194024	EW 826 A-18	EA	NEW		1	31.75	0			
NOV - Amelia	NOV	7729854-01		Rack No. C152.	2 7/8" 6.50# 13CR95 JFE SEAMLESS TUBING, BTS-8 THREAD	FW194024	EW 826 A-18	EA	NEW		1	31.8	0			
NOV - Amelia	NOV	7729854-02		Rack No. C152.	2 7/8" 6.50# 13CR95 JFE SEAMLESS TUBING, BTS-8 THREAD	FW194024	EW 826 A-18	EA	USED		4	125.95	0			
NOV - Amelia	NOV	7727342-03		Rack No. CCF.	10 3/4" 85.30# Q125 ICY TENARIS SEAMLESS PUP JOINTS, MAC II THREAD	FW191515	GC 40 / OCSG 34536	EA	NEW		2	10.7	0			
NOV - Amelia	NOV	7727342-03		Rack No. CCF.	10 3/4" 85.30# Q125 ICY TENARIS SEAMLESS PUP JOINTS, MAC II THREAD	FW191515	GC 40 / OCSG 34536	EA	NEW		1	10.4	0			
NOV - Amelia	NOV	7727342-04		Rack No. CCF.	OTHER, THREAD	FW191515	GC 40 / OCSG 34536	EA	USED		1	5.15	0			
NOV - Amelia	NOV	7727342-01		Rack No. 2-110.	10 3/4" 85.30# Q125 ICY TENARIS SEAMLESS CASING, MAC II THREAD	FW191515	GC 40 / OCSG 34536	EA	NEW		8	352.8444	0			
NOV - Amelia	NOV	7727342-01		Rack No. 2-213.	10 3/4" 85.30# Q125 ICY TENARIS SEAMLESS CASING, MAC II THREAD	FW191515	GC 40 / OCSG 34536	EA	NEW		10	441.06	0			
NOV - Amelia	NOV	7727342-02		Rack No. 2-110.	10 1/8" 79.29# Q125 ICY TENARIS SEAMLESS CASING, TSH WEDGE 523 THREAD	FW191515	GC 40 / OCSG 34536 GREEN CANYON 200	EA	NEW		16	712	0			
NOV - Amelia	NOV	7725195-01		Rack No. C081.	OTHER, THREAD	FW191018	TA9	EA	USED		2	0	0			
NOV - Amelia	NOV	7722897-02		Rack No. H002.	7 3/4" 46.10# Q-125 ICY TENARIS SEAMLESS CASING, TSH 523 THREAD	FW191021	GC 200 TA-2	EA	NEW		5	224.5	0			
NOV - Amelia	NOV	7717849-01		Rack No. E010.	9 7/8" 62.80# TN-125-HC TENARIS SEAMLESS CASING, TSH 523 DPLS THREAD	FW191018	GC 200 TA-9 BP01	EA	NEW		40	1598.6445	0			
NOV - Amelia	NOV	7717849-01		Rack No. E010.	9 7/8" 62.80# TN-125-HC TENARIS SEAMLESS CASING, TSH 523 DPLS THREAD	FW191018	GC 200 TA-9 BP01	EA	NEW		1	39.8	0			
NOV - Amelia	NOV	7717849-06		Rack No. EG23.	9 7/8" 62.80# Q-125 HC TENARIS SEAMLESS CASING, SLIUII THREAD	FW191018	GC 200 TA-9 BP01	EA	NEW		3	135.45	0			
NOV - Amelia	NOV	7717849-02		Rack No. E010.	9 7/8" 62.80# TN-125-HC TENARIS SEAMLESS CASING, TSH WEDGE 523 THREAD	FW191018	GC 200 TA-9 BP01	EA	NEW		13	587.95	0			
NOV - Amelia	NOV	7717849-07		Rack No. EG23.	OTHER, THREAD	FW191018	GC 200 TA-9 BP01	EA	USED		2	87.6	0			
NOV - Amelia	NOV	7715996-01		Rack No. SITEGUARD.	2 7/8" 6.50# 13CR85 SEAMLESS PUP JOINTS, BTS-8 THREAD	FW185098	EB 159 A-17	EA	USED		1	10	0			
NOV - Amelia	NOV	7715996-01		Rack No. SITEGUARD.	2 7/8" 6.50# 13CR85 SEAMLESS PUP JOINTS, BTS-8 THREAD	FW185098	EB 159 A-17	EA	USED		1	6	0			
NOV - Amelia	NOV	7714562-01		Rack No. 2-104.	18" 116.09# Q125 HP U S STEEL SEAMLESS CASING, HDL THREAD	FW181011	ORLOV LONG LEAD OCSG 12209	EA	NEW		28	1092.6	0			
NOV - Amelia	NOV	7714562-01		Rack No. AR1.	18" 116.09# Q125 HP U S STEEL SEAMLESS CASING, HDL THREAD	FW181011	ORLOV LONG LEAD OCSG 12209	EA	NEW		1	39.15	0			
NOV - Amelia	NOV	7714562-01		Rack No. 13-302.	18" 116.09# Q125 HP U S STEEL SEAMLESS CASING, HDL THREAD	FW181011	ORLOV LONG LEAD OCSG 12209	EA	NEW		62	2419.22	0			
NOV - Amelia	NOV	7714562-01		Rack No. 13SPUR5.	18" 116.09# Q125 HP U S STEEL SEAMLESS CASING, HDL THREAD	FW181011	ORLOV LONG LEAD OCSG 12209	EA	NEW		56	2185.05	0			
NOV - Amelia	NOV	7714562-01		Rack No. 13-301.	18" 116.09# Q125 HP U S STEEL SEAMLESS CASING, HDL THREAD	FW181011	ORLOV LONG LEAD OCSG 12209	EA	NEW		84	3277.65	0			
NOV - Amelia	NOV	7713962-01		Rack No. A037.	2 7/8" 6.50# 13CR85 JFE SEAMLESS TUBING, BTS-8 THREAD	FW184070	EB-158 A-12	EA	NEW		68	2158.45	0			
NOV - Amelia	NOV	7713824-01		Rack No. C245.	13 5/8" 88.20# Q-125 VMG SEAMLESS CASING, SLIUII THREAD	FW191018	GC 200 TA-9 OCSG 12209	EA	NEW		42	1789.7	0			
NOV - Amelia	NOV	7710150-01		Rack No. K057.	9 7/8" 64.10# Q-125 VALLOUREC STAR SEAMLESS CASING, SLIUII THREAD	FW181011	GREEN CANYON 200 TA-9 OCSG 12209	EA	NEW		61	2391.5	0			
NOV - Amelia	NOV	7708123-03		Rack No. A037.	2 7/8" 6.50# 13CR85 JFE SEAMLESS TUBING, BTS-8 THREAD	FW184022	GI 47 E-17	EA	NEW		2	62.8	0			
NOV - Amelia	NOV	7708123-01		Rack No. A037.	2 7/8" 6.50# 13CR85 JFE SEAMLESS TUBING, BTS-8 THREAD	FW184022	GI 47 E-17	EA	NEW		1	31.7	0			
NOV - Amelia	NOV	7708123-02		Rack No. A004.	OTHER, THREAD	FW184022	GI 47 E-17	EA	USED		1	30	0			
NOV - Amelia	NOV	7708123-04		Rack No. A037.	2 7/8" 6.50# 13CR85 JFE SEAMLESS TUBING, BTS-8 THREAD	FW184022	GI 47 E-17	EA	USED		1	31.7	0			
NOV - Amelia	NOV	7707781-02		Rack No. A037.	2 7/8" 6.50# 13CR95 JFE SEAMLESS TUBING, BTS-8 THREAD	FW184061	ENTERPRISE 264 SS 169 OCSG: 00820	EA	USED		5	157.25	0			
NOV - Amelia	NOV	7707229-01		Rack No. K051.	14" 112.89# Q125-IC TENARIS-TAMSA SEAMLESS CASING, TSH 523 THREAD	FW191001	GREEN CANYON 40 #2 5/T OCSG 34536	EA	NEW		29	1218.4	0			
NOV - Amelia	NOV	7707228-01		Rack No. K053.	14" 115.53# Q125 ICY TENARIS-TAMSA SEAMLESS CASING, TSH 513 THREAD	FW191001	GREEN CANYON 40 #2 ST OCSG 34536	EA	NEW		35	1395.2	0			
NOV - Amelia	NOV	7705545-01		Rack No. B048.	7 3/4" 46.10# Q-125 TENARIS SEAMLESS CASING, TSH 523 DPLS THREAD	FW181011	GREEN CANYON 200 TA-09 (ORLOV)	EA	NEW		2	83.16	0			
NOV - Amelia	NOV	7705545-01		Rack No. B048.	7 3/4" 46.10# Q-125 TENARIS SEAMLESS CASING, TSH 523 DPLS THREAD	FW181011	GREEN CANYON 200 TA-09 (ORLOV)	EA	NEW		3	125.2	0			
NOV - Amelia	NOV	7705545-01		Rack No. B035.	7 3/4" 46.10# Q-125 TENARIS SEAMLESS CASING, TSH 523 DPLS THREAD	FW181011	GREEN CANYON 200 TA-09 (ORLOV)	EA	NEW		12	498.9857	0			
NOV - Amelia	NOV	7705545-01		Rack No. B035.	7 3/4" 46.10# Q-125 TENARIS SEAMLESS CASING, TSH 523 DPLS THREAD	FW181011	GREEN CANYON 200 TA-09 (ORLOV)	EA	NEW		6	250.4	0			
NOV - Amelia	NOV	7704862-02		Rack No. C152.	2 3/8" 4.70# 13CR85 JFE SEAMLESS TUBING, BTS-8 THREAD	FW184036	EB 160 A16	EA	USED		6	190.95	0			
NOV - Amelia	NOV	7704862-01		Rack No. C152.	2 3/8" 4.70# 13CR85 JFE SEAMLESS TUBING, BTS-8 THREAD	FW184036	EB 160 A16	EA	NEW		5	158.5	0			
NOV - Amelia	NOV	7703746-03		Rack No. EM05.	9 5/8" 53.50# HCP-110 TENARIS SEAMLESS PUP JOINTS, API 8RD LONG THREAD	FW191500	SMI 105 A21 ST#1 OCSG 17938	EA	NEW		1	22.98	0			
NOV - Amelia	NOV	7703746-03		Rack No. EM05.	9 5/8" 53.50# HCP-110 TENARIS SEAMLESS PUP JOINTS, API 8RD LONG THREAD	FW191500	SMI 105 A21 ST#1 OCSG 17938	EA	NEW		1	22.97	0			
NOV - Amelia	NOV	7703746-02		Rack No. EM05.	9 5/8" 53.50# HCP-110 U S STEEL SEAMLESS CASING, API 8RD LONG THREAD	FW191500	SMI 105 A21 ST#1 OCSG 17938	EA	NEW		21	975.55	0			

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
NOV - Amelia	NOV	7703736-01		Rack No. E060.	7" 26.00# HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW191500	SMI 105 #A-21 ST#1 OCSG 17938	EA	NEW		16	738.65	0			
NOV - Amelia	NOV	7703736-02		Rack No. E060.	7" 26.00# P-110 EC V&M SEAMLESS CASING, API 8RD LONG THREAD	FW191500	SMI 105 #A-21 ST#1 OCSG 17938	EA	NEW		22	990.6	0			
NOV - Amelia	NOV	7703511-01		Rack No. H062.	7 5/8" 29.70# P-110 EC VSTAR SEAMLESS CASING, SLIII THREAD	FW181013	SS 169 G-3	EA	NEW		46	2114.1007	0			
NOV - Amelia	NOV	7703511-01		Rack No. H002.	7 5/8" 29.70# P-110 EC VSTAR SEAMLESS CASING, SLIII THREAD	FW181013	SS 169 G-3	EA	NEW		11	506.77	0			
NOV - Amelia	NOV	7703511-01		Rack No. H002.	7 5/8" 29.70# P-110 EC VSTAR SEAMLESS CASING, SLIII THREAD	FW181013	SS 169 G-3	EA	NEW		5	230.7	0			
NOV - Amelia	NOV	7703511-01		Rack No. H002.	7 5/8" 29.06# P-110 EC VSTAR SEAMLESS CASING, SLIII THREAD	FW181013	SS 169 G-3	EA	NEW		47	2165.43	0			
NOV - Amelia	NOV	7703511-01		Rack No. H002.	7 5/8" 29.06# P-110 EC VSTAR SEAMLESS CASING, SLIII THREAD	FW181013	SS 169 G-3	EA	NEW		88	4051.36	0			
NOV - Amelia	NOV	7703511-01		Rack No. H002.	7 5/8" 29.06# P-110 EC VSTAR SEAMLESS CASING, SLIII THREAD	FW181013	SS 169 G-3	EA	NEW		29	1337.9979	0			
NOV - Amelia	NOV	7703511-01		Rack No. H062.	7 5/8" 29.06# P-110 EC VSTAR SEAMLESS CASING, SLIII THREAD	FW181013	SS 169 G-3	EA	NEW		47	2179.1498	0			
NOV - Amelia	NOV	7699979-01		Rack No. 2-323.	10 3/4" 45.50# L-80 TAMSA SEAMLESS CASING, BUTTRESS THREAD	FW181013	SHIP SHOAL 169 G-3	EA	NEW		5	217.15	0			
NOV - Amelia	NOV	7699979-02		Rack No. 2-203.	10 3/4" 45.50# L-80 TAMSA SEAMLESS CASING, BUTTRESS THREAD	FW181013	SHIP SHOAL 169 G-3	EA	USED		1	44	0			
NOV - Amelia	NOV	7699979-01		Rack No. 2-323.	10 3/4" 45.50# L-80 TAMSA SEAMLESS CASING, BUTTRESS THREAD	FW181013	SHIP SHOAL 169 G-3	EA	NEW		1	43.7	0			
NOV - Amelia	NOV	7699979-03		Rack No. 2-203.	10 3/4" 45.50# L-80 TAMSA SEAMLESS CASING, DUTCHMAN THREAD	FW181013	SHIP SHOAL 169 G-3	EA	USED		1	44	0			
NOV - Amelia	NOV	7699979-04		Rack No. 2-213.	10 3/4" 45.50# L-80 TAMSA SEAMLESS CASING, DUTCHMAN THREAD	FW181013	SHIP SHOAL 169 G-3	EA	USED		2	88	0			
NOV - Amelia	NOV	7699448-01		Rack No. H021.	16" 97.00# Q125 HP U S STEEL SEAMLESS CASING, SLF THREAD	FW181011	G.C. 200 TA-9 (ORLOV)	EA	NEW		70	2918.65	0			
NOV - Amelia	NOV	7699448-01		Rack No. 2-067.	16" 97.00# Q125 HP U S STEEL SEAMLESS CASING, SLF THREAD	FW181011	G.C. 200 TA-9 (ORLOV)	EA	NEW		190	7924.9	0			
NOV - Amelia	NOV	7699445-01		Rack No. 2-201.	10 3/4" 59.45# HCQ-125 VSTAR SEAMLESS CASING, SLIII THREAD	FW181011	G.C. 200 TA-9 (ORLOV)	EA	NEW		180	8283.6	0			
NOV - Amelia	NOV	7699445-01		Rack No. 2-312.	10 3/4" 59.45# HCQ-125 VSTAR SEAMLESS CASING, SLIII THREAD	FW181011	G.C. 200 TA-9 (ORLOV)	EA	NEW		250	11505.0092	0			
NOV - Amelia	NOV	7699445-01		Rack No. K016.	10 3/4" 59.45# HCQ-125 VSTAR SEAMLESS CASING, SLIII THREAD	FW181011	G.C. 200 TA-9 (ORLOV)	EA	NEW		62	2855.29	0			
NOV - Amelia	NOV	7699439-01		Rack No. E006.	9 7/8" 64.10# Q-125 VALLOUREC SEAMLESS CASING, SLIII THREAD	FW181011	G.C. 200 TA-9 (ORLOV)	EA	NEW		258	11223	0			
NOV - Amelia	NOV	7699439-01		Rack No. E027.	9 7/8" 64.10# Q-125 VALLOUREC SEAMLESS CASING, SLIII THREAD	FW181011	G.C. 200 TA-9 (ORLOV)	EA	NEW		225	9787.5	0			
NOV - Amelia	NOV	7699431-01		Rack No. I004.	16" 97.00# Q125 HP U S STEEL SEAMLESS CASING, SLF THREAD	FW181011	G.C. 200 TA-9 (ORLOV)	EA	NEW		26	1085.5	0			
NOV - Amelia	NOV	7699431-01		Rack No. E086.	16" 97.00# Q125 HP U S STEEL SEAMLESS CASING, SLF THREAD	FW181011	G.C. 200 TA-9 (ORLOV)	EA	NEW		9	371.15	0			
NOV - Amelia	NOV	7699431-01		Rack No. E086.	16" 97.00# Q125 HP U S STEEL SEAMLESS CASING, SLF THREAD	FW181011	G.C. 200 TA-9 (ORLOV)	EA	NEW		115	4801.25	0			
NOV - Amelia	NOV	7699424-01		Rack No. 2-310.	16" 97.00# Q125 HP U S STEEL SEAMLESS CASING, SLF THREAD	FW181011	G.C. 200 TA-9 (ORLOV)	EA	NEW		170	7083.9	0			
NOV - Amelia	NOV	7699424-01		Rack No. K050.	16" 97.00# Q125 HP U S STEEL SEAMLESS CASING, SLF THREAD	FW181011	G.C. 200 TA-9 (ORLOV)	EA	NEW		25	1042.2	0			
NOV - Amelia	NOV	7698957-01		Rack No. 2-323.	16" 65.00# H-40 TMK ERW CASING, BUTTRESS THREAD	FW181013	SHIP SHOAL 169 G-3	EA	NEW		1	34.4	0			
NOV - Amelia	NOV	7698957-01		Rack No. 2-323.	16" 65.00# H-40 TMK ERW CASING, BUTTRESS THREAD	FW181013	SHIP SHOAL 169 G-3	EA	NEW		1	35.8	0			
NOV - Amelia	NOV	7698957-02		Rack No. 2-323.	16" 65.00# H-40 TENARIS SEAMLESS CASING, BUTTRESS THREAD	FW181013	SHIP SHOAL 169 G-3	EA	NEW		9	383.85	0			
NOV - Amelia	NOV	7698957-03		Rack No. 2-208.	16" 65.00# H-40 USS SEAMLESS PUP JOINTS, BUTTRESS THREAD	FW181013	SHIP SHOAL 169 G-3	EA	USED		1	22.2	0			
NOV - Amelia	NOV	7698957-02		Rack No. 2-323.	16" 65.00# H-40 TENARIS SEAMLESS CASING, BUTTRESS THREAD	FW181013	SHIP SHOAL 169 G-3	EA	NEW		1	42.25	0			
NOV - Amelia	NOV	7698957-04		Rack No. 2-203.	16" 65.00# H-40 TENARIS SEAMLESS CASING, BUTTRESS THREAD	FW181013	SHIP SHOAL 169 G-3	EA	USED		1	44	0			
NOV - Amelia	NOV	7698957-01		Rack No. 2-323.	16" 65.00# H-40 TMK ERW CASING, BUTTRESS THREAD	FW181013	SHIP SHOAL 169 G-3	EA	NEW		1	35	0			
NOV - Amelia	NOV	7695156-04		Rack No. 2-323.	18 5/8" 87.50# J-55 MANNESMANN SEAMLESS CASING, BUTTRESS THREAD	FW191000	SM 105 A21 ST#1	EA	NEW		1	40.8	0			
NOV - Amelia	NOV	7695156-06		Rack No. 2-323.	18 5/8" 87.50# J-55 MANNESMANN SEAMLESS PUP JOINTS, BUTTRESS THREAD	FW191000	SM 105 A21 ST#1	EA	NEW		1	23.5	0			
NOV - Amelia	NOV	7695156-02		Rack No. 2-323.	18 5/8" 87.50# J-55 NSSMC SEAMLESS CASING, BUTTRESS THREAD	FW191000	SM 105 A21 ST#1	EA	NEW		1	43.6	0			
NOV - Amelia	NOV	7695156-03		Rack No. 2-323.	18 5/8" 87.50# J-55 MANNESMANN SEAMLESS CASING, BUTTRESS THREAD	FW191000	SM 105 A21 ST#1	EA	NEW		1	45.8	0			
NOV - Amelia	NOV	7695156-05		Rack No. 2-323.	18 5/8" 87.50# J-55 MANNESMANN SEAMLESS CASING, BUTTRESS THREAD	FW191000	SM 105 A21 ST#1	EA	NEW		1	44.35	0			
NOV - Amelia	NOV	7694544-01		Rack No. E007.	13 3/8" 68.00# HCL80 ARCELOR MITTAL SEAMLESS CASING, BUTTRESS THREAD	FW191000	SM 105 A S1	EA	NEW		3	122.55	0			
NOV - Amelia	NOV	7694544-01		Rack No. E007.	13 3/8" 68.00# HCL80 ARCELOR MITTAL SEAMLESS CASING, BUTTRESS THREAD	FW191000	SM 105 A S1	EA	NEW		3	120.65	0			
NOV - Amelia	NOV	7694544-03		Rack No. E007.	13 3/8" 68.00# HCL80 ARCELOR MITTAL SEAMLESS CASING, BUTTRESS THREAD	FW191000	SM 105 A S1	EA	NEW		1	42.65	0			
NOV - Amelia	NOV	7694544-02		Rack No. E007.	13 3/8" 68.00# HCL80 ARCELOR MITTAL SEAMLESS CASING, BUTTRESS THREAD	FW191000	SM 105 A S1	EA	NEW		1	42.75	0			
NOV - Amelia	NOV	7694041-02		Rack No. HUBCIT.	OTHER, THREAD	FW185004	MP 296 B15	EA	USED		1	18.05	0			
NOV - Amelia	NOV	7694041-02		Rack No. HUBCIT.	OTHER, THREAD	FW185004	MP 296 B15	EA	USED		1	22.25	0			
NOV - Amelia	NOV	7690497-02		Rack No. E069.	2 7/8" 6.50# 13CR95 JFE SEAMLESS TUBING, BTS-8 THREAD	FW184054	ENTERPRISE 264 SM 280 H	EA	USED		5	157.5	0			
NOV - Amelia	NOV	7677657-01		Rack No. H052.	11 7/8" 71.80# HCQ-125 U S STEEL SEAMLESS CASING, TSH 513 THREAD	FW181011	GREEN CANYON 200 TA-9 OCSG 12209	EA	NEW		26	1124.573	0			
NOV - Amelia	NOV	7677657-03		Rack No. I3-140.	11 7/8" 70.26# Q125 XHP U S STEEL SEAMLESS CASING, TSH 513 THREAD	FW181011	GREEN CANYON 200 TA-9 OCSG 12209	EA	NEW		85	3633.5029	0			
NOV - Amelia	NOV	7677657-02		Rack No. B057.	11 7/8" 71.80# HCQ-125 V&M SEAMLESS CASING, TSH 513 THREAD	FW181011	GREEN CANYON 200 TA-9 OCSG 12209 SOUTH MARSH	EA	NEW		2	91.45	0			
NOV - Amelia	NOV	7669939-03		Rack No. I2-ACC.	18 5/8" 87.50# J-55 MANNESMANN SEAMLESS PUP JOINTS, BUTTRESS THREAD	FW191000	ISLAND 105 #A-21 ST OCSG 17938 SOUTH MARSH	EA	NEW		1	23.6	0			
NOV - Amelia	NOV	7669904-02		Rack No. E060.	7" 26.00# HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW191500	ISLAND 105 #A-21 ST OCSG 17938	EA	NEW		1	47.4	0			

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
NOV - Amelia	NOV	7659904-01		Rack No. E060.	7" 26.00# P-110 EC V&M SEAMLESS CASING, API 8RD LONG THREAD	FW191500	SOUTH MARSH ISLAND 105 #A-21 ST	EA	NEW		2	89.7	0			
NOV - Amelia	NOV	7665514-02		Rack No. E069.	2 7/8" 6.50# 13CR85 JFE SEAMLESS TUBING, BTS-8 THREAD	FW182003	OCSG 17938	EA	USED		4	125.4	0			
NOV - Amelia	NOV	7664873-02		Rack No. E069.	2 7/8" 6.50# 13CR95 JFE SEAMLESS TUBING, BTS-8 THREAD	FW181009	SM-127 B-17	EA	USED		3	95.5	0			
NOV - Amelia	NOV	7659991-01		Rack No. C247.	5 1/2" 20.00# P-110 IC SEAMLESS CASING, TSH 625 THREAD	FW181008	SM 127 B17	EA	USED		11	511.35	0			
NOV - Amelia	NOV	7659986-01		Rack No. B020.	5" 18.00# P-110-ICY TENARIS-TAMSA SEAMLESS CASING, TSH WEDGE 625 THREAD	FW181009	ST 67 #6	EA	USED		20	918.55	0			
NOV - Amelia	NOV	7658785-01		Rack No. B501.	7 5/8" 29.70# P-110 IC TENARIS-TAMSA SEAMLESS CASING, TSH 513 THREAD	FW181502	SM 127 B17	EA	NEW		1	43.45	0			
NOV - Amelia	NOV	7658785-05		Rack No. C247.	7 5/8" 29.70# P-110 IC TENARIS-TAMSA SEAMLESS CASING, TSH 513 THREAD	FW181502	SM 127 B17	EA	USED		2	88	0			
NOV - Amelia	NOV	7658785-03		Rack No. C247.	7 5/8" 29.70# P-110 IC TENARIS-TAMSA SEAMLESS CASING, TSH 513 THREAD	FW181502	SM 127 B17	EA	USED		1	26.2	0			
NOV - Amelia	NOV	7658785-02		Rack No. C247.	7 5/8" 29.70# P-110 IC TENARIS-TAMSA SEAMLESS CASING, TSH 513 THREAD	FW181502	SM 127 B17	EA	USED		1	39.8	0			
NOV - Amelia	NOV	7658785-04		Rack No. 2-336.	7 5/8" 29.70# P-110 IC TENARIS-TAMSA SEAMLESS PUP JOINTS, TSH 513 THREAD	FW181502	SM 127 B17	EA	NEW		1	10.3	0			
NOV - Amelia	NOV	7658785-01		Rack No. C247.	7 5/8" 29.70# P-110 IC TENARIS-TAMSA SEAMLESS CASING, TSH 513 THREAD	FW181502	SM 127 B17	EA	NEW		48	2089.05	0			
NOV - Amelia	NOV	7653460-03		Rack No. H021.	7" 32.00# P-110 IC TENARIS SEAMLESS CASING, TSH 513 THREAD	FW181009	ST 67 #6	EA	USED		1	44	0			
NOV - Amelia	NOV	7653460-01		Rack No. H021.	7" 32.00# P-110 IC TENARIS SEAMLESS CASING, TSH 513 THREAD	FW181009	ST 67 #6	EA	NEW		3	128.75	0			
NOV - Amelia	NOV	7653460-02		Rack No. H021.	7" 32.00# HCP-110 TENARIS SEAMLESS CASING, TSH 513 THREAD	FW181009	ST 67 #6	EA	UNKNOWN		2	88	0			
NOV - Amelia	NOV	7653460-01		Rack No. B501.	7" 32.00# P-110 IC TENARIS SEAMLESS CASING, TSH 513 THREAD	FW181009	ST 67 #6	EA	NEW		1	42.45	0			
NOV - Amelia	NOV	7652285-01		Rack No. B501.	10 3/4" 45.50# P-110 IC TENARIS-TAMSA SEAMLESS CASING, BUTTRESS THREAD	FW181002	SM 127 B17 ENSCO 87	EA	NEW		3	118.2	0			
NOV - Amelia	NOV	7652285-03		Rack No. EQ19.	10 3/4" 45.50# P-110 IC TENARIS-TAMSA SEAMLESS CASING, BUTTRESS THREAD	FW181002	SM 127 B17 ENSCO 87	EA	USED		1	44	0			
NOV - Amelia	NOV	7652285-01		Rack No. EQ-07.	10 3/4" 45.50# P-110 IC TENARIS-TAMSA SEAMLESS CASING, BUTTRESS THREAD	FW181002	SM 127 B17 ENSCO 87	EA	NEW		11	441.05	0			
NOV - Amelia	NOV	7652285-04		Rack No. 2-336.	10 3/4" 45.50# P-110 IC TENARIS-TAMSA SEAMLESS PUP JOINTS, BUTTRESS THREAD	FW181002	SM 127 B17 ENSCO 87	EA	USED		1	20	0			
NOV - Amelia	NOV	7652285-02		Rack No. 2-336.	10 3/4" 45.50# P-110 IC TENARIS-TAMSA SEAMLESS PUP JOINTS, BUTTRESS THREAD	FW181002	SM 127 B17 ENSCO 87	EA	NEW		1	19.6	0			
NOV - Amelia	NOV	7650597-02		Rack No. 2-336.	16" 65.00# H-40 TMK IPSCO ERW PUP JOINTS, BUTTRESS THREAD	FW181002	SM 127 B17	EA	USED		1	22.3	0			
NOV - Amelia	NOV	7650597-03		Rack No. B501.	16" 65.00# H-40 TMK IPSCO ERW CASING, BUTTRESS THREAD	FW181002	SM 127 B17	EA	USED		1	33.2	0			
NOV - Amelia	NOV	7650597-01		Rack No. B501.	16" 65.00# H-40 TMK IPSCO ERW CASING, BUTTRESS THREAD	FW181002	SM 127 B17	EA	NEW		1	34.75	0			
NOV - Amelia	NOV	7644614-02		Rack No. C152.	2 7/8" 6.50# 13CR85 JFE SEAMLESS TUBING, BTS-8 THREAD	FW184011	SOUTH MARSH ISLAND 149 C4	EA	USED		6	190.65	0			
NOV - Amelia	NOV	7639389-03		Rack No. C218.	2 7/8" 6.50# 13CR95 JFE SEAMLESS TUBING, BTS-8 THREAD	FW184021	WD 70 FF	EA	USED		5	158.6	0			
NOV - Amelia	NOV	7634429-02		Rack No. B020.	7" 32.00# P-110 HC TAMSA SEAMLESS CASING, TSH 523 THREAD	FW 181503	SOUTH TIMBALIER 67 #6 ST3	EA	NEW		13	604.9	0			
NOV - Amelia	NOV	7634429-01		Rack No. B020.	7" 32.00# P-110 HC SIDERCA SEAMLESS CASING, TSH 523 THREAD	FW 181503	SOUTH TIMBALIER 67 #6 ST3	EA	NEW		11	501.3	0			
NOV - Amelia	NOV	7633847-02		Rack No. E069.	2 7/8" 6.50# JFE-13CR-95 JFE SEAMLESS TUBING, BTS-8 THREAD	FW184024	MAIN PASS 1538	EA	USED		3	95.05	0			
NOV - Amelia	NOV	7629202-01		Rack No. C233.	7 5/8" 29.70# HCP-110 IC TENARIS SEAMLESS CASING, TSH 513 THREAD	FW181502	SOUTH MARSH ISLAND 127 #B-17 ST1	EA	NEW		2	87.85	0			
NOV - Amelia	NOV	7629202-02		Rack No. C233.	7 5/8" 29.70# P-110 IC TENARIS SEAMLESS CASING, TSH 513 THREAD	FW181502	SOUTH MARSH ISLAND 127 #B-17 ST1	EA	NEW		4	186.4	0			
NOV - Amelia	NOV	7629202-01		Rack No. C233.	7 5/8" 29.70# HCP-110 IC TENARIS SEAMLESS CASING, TSH 513 THREAD	FW181502	SOUTH MARSH ISLAND 127 #B-17 ST1	EA	NEW		1	47.75	0			
NOV - Amelia	NOV	7629202-01		Rack No. C233.	7 5/8" 29.70# HCP-110 IC TENARIS SEAMLESS CASING, TSH 513 THREAD	FW181502	SOUTH MARSH ISLAND 127 #B-17 ST1	EA	NEW		2	95.05	0			
NOV - Amelia	NOV	7629202-02		Rack No. C233.	7 5/8" 29.70# P-110 IC TENARIS SEAMLESS CASING, TSH 513 THREAD	FW181502	SOUTH MARSH ISLAND 127 #B-17 ST1	EA	NEW		1	46.2	0			
NOV - Amelia	NOV	7625047-11		Rack No. H020.	7" 32.00# HCP-110 TENARIS SEAMLESS CASING, TSH 523 THREAD	FW181503	ST 67 #6 ST3	EA	NEW		6	277.5	0			
NOV - Amelia	NOV	7625047-09		Rack No. H052.	7" 32.00# P-110 IC TENARIS SEAMLESS CASING, TSH 513 THREAD	FW181503	ST 67 #6 ST3	EA	NEW		10	429.5476	0			
NOV - Amelia	NOV	7625047-09		Rack No. H052.	7" 32.00# P-110 IC TENARIS SEAMLESS CASING, TSH 513 THREAD	FW181503	ST 67 #6 ST3	EA	NEW		1	43	0			
NOV - Amelia	NOV	7625047-09		Rack No. H052.	7" 32.00# P-110 IC TENARIS SEAMLESS CASING, TSH 513 THREAD	FW181503	ST 67 #6 ST3	EA	NEW		19	811.2	0			
NOV - Amelia	NOV	7625047-09		Rack No. B021.	7" 32.00# P-110 IC TENARIS SEAMLESS CASING, TSH 513 THREAD	FW181503	ST 67 #6 ST3	EA	NEW		2	85.4	0			
NOV - Amelia	NOV	7625047-09		Rack No. B021.	7" 32.00# P-110 IC TENARIS SEAMLESS CASING, TSH 513 THREAD	FW181503	ST 67 #6 ST3	EA	NEW		1	42.8	0			
NOV - Amelia	NOV	7625047-11		Rack No. H020.	7" 32.00# HCP-110 TENARIS SEAMLESS CASING, TSH 523 THREAD	FW181503	ST 67 #6 ST3	EA	NEW		2	93.5	0			
NOV - Amelia	NOV	7625043-05		Rack No. EQ09.	16" 65.00# H-40 TENARIS ERW CASING, BUTTRESS THREAD	FW 181002	ST1	EA	NEW		5	212.9	0			
NOV - Amelia	NOV	7589458-01		Rack No. MIT06.	10 1/8" 79.22# JFE-12ST JFE SEAMLESS CASING, SLIJI THREAD	201560	KATMAI 2	EA	NEW		84	3799.25	0			
NOV - Amelia	NOV	7589458-02		Rack No. MIT06.	10 1/8" 79.22# JFE-12ST JFE SEAMLESS CASING, SLIJI THREAD	201560	KATMAI 2	EA	NEW		2	91.2	0			
NOV - Amelia	NOV	7589458-03		Rack No. SH04.	11 7/8" 71.80# TN-125-HC TENARIS SEAMLESS CASING, TSH 523 DPLS THREAD	201560	KATMAI 2	EA	NEW		5	223.75	0			
NOV - Amelia	NOV	7589458-03		Rack No. SH04.	11 7/8" 71.80# TN-125-HC TENARIS SEAMLESS CASING, TSH 523 DPLS THREAD	201560	KATMAI 2	EA	NEW		42	1918.95	0			
NOV - Amelia	NOV	7589458-03		Rack No. SH04.	11 7/8" 71.80# TN-125-HC TENARIS SEAMLESS CASING, TSH 523 DPLS THREAD	201560	KATMAI 2	EA	NEW		1	48.8	0			
NOV - Amelia	NOV	7576903-01		Rack No. C152.	2 7/8" 6.50# L-80 TSC SEAMLESS TUBING, BTS-8PR THREAD	FW177024	EB 160 A-23	EA	NEW		1	31.25	0			
NOV - Amelia	NOV	7555431-01		Rack No. H005.	7 5/8" 29.70# P-110 IC TAMSA SEAMLESS CASING, API 8RD LONG THREAD		EW 873 A-20 ST	EA	NEW		5	230.7	0			
NOV - Amelia	NOV	7526643-01		Rack No. A037.	2 7/8" 6.50# 13CR85 JFE SEAMLESS TUBING, BTS-8 THREAD	FW162000	LOBSTER RIG VR 78 A2	EA	NEW		26	824.8	0			
NOV - Amelia	NOV	7526643-02		Rack No. C062.	2 7/8" 6.50# 13CR85 JFE SEAMLESS TUBING, BTS-8 THREAD	FW162000	VR 78 A2	EA	USED		5	158.6	0			
NOV - Amelia	NOV	7520329-01		Rack No. E033.	5 1/2" 20.00# P-110 EC V&M STAR SEAMLESS CASING, VAM TOP HT THREAD	FW161500	VR 78 A2	EA	NEW		6	276.1	0			
NOV - Amelia	NOV	7520329-01		Rack No. E033.	5 1/2" 20.00# P-110 EC V&M STAR SEAMLESS CASING, VAM TOP HT THREAD	FW161500	VR 78 A2	EA	NEW		1	46.1	0			
NOV - Amelia	NOV	7506413-03		Rack No. MIT06.	7 1/16" 40.40# HP2-13CR115 JFE SEAMLESS CASING, PLAIN END THREAD		GUNFLINT COMPLETION 143751	EA	NEW		12	528	0			
NOV - Amelia	NOV	7506413-04		Rack No. SH04.	5 1/2" 29.70# HP213CR115 JFE SEAMLESS CASING, PLAIN END UPSET THREAD		GUNFLINT COMPLETION 143751	EA	NEW		6	264	0			
NOV - Amelia	NOV	7506413-02		Rack No. SH04.	6.626" 57.39# HP2-13CR115 JFE SEAMLESS CPLG STOCK, PLAIN END THREAD		GUNFLINT COMPLETION 143751	EA	NEW		1	5	0			
NOV - Amelia	NOV	7506413-01		Rack No. SH04.	6.504" 1.0" VM-110 13CRSS GERMANY SEAMLESS CPLG STOCK, PLAIN END THREAD		GUNFLINT COMPLETION 143751	EA	NEW		8	144	0			

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
NOV - Amelia	NOV	7487102-01		Rack No. E033.	5 1/2" 20.00# P-110 EC V&M SEAMLESS CASING, STL THREAD	FW155042	MP 140 A SWD #1/WORKOVER BAYOU TECHE	EA	NEW		3	120.5		0		
NOV - Amelia	NOV	7487102-02		Rack No. C111.	3 1/2" 9.30# L-80 1% CR TMK SEAMLESS TUBING, API 8RD EUE THREAD	FW155042	MP 140 A SWD #1/WORKOVER BAYOU TECHE	EA	NEW		6	192.05		0		
NOV - Amelia	NOV	7487102-01		Rack No. C255.	5 1/2" 20.00# P-110 EC V&M SEAMLESS CASING, STL THREAD	FW155042	MP 140 A SWD #1/WORKOVER BAYOU TECHE	EA	NEW		4	163.45		0		
NOV - Amelia	NOV	7487099-01		Rack No. C111	3 1/2" 9.30# L-80 1% CR TMK SEAMLESS TUBING, API 8RD EUE THREAD	FW155043	MP 140 A SWD #2 OCSG 09D	EA	NEW		5	160.2		0		
NOV - Amelia	NOV	7484107-01		Rack No. CEFUP.	OTHER, THREAD	FW155042	MP 140 #1 G8RS	EA	USED		1	0		0		
NOV - Amelia	NOV	7469717-01		Rack No. C152.	2 7/8" 6.50# 13CR8S JFE SEAMLESS TUBING, BTS-8 THREAD	GO164000	W.D. 70 E #1 ST	EA	NEW		28	889.35		0		
NOV - Amelia	NOV	7464248-04		Rack No. C255.	5 1/2" 23.00# P-110 EC V&M SEAMLESS CASING, STL THREAD	FW164003	EI 354 A #6 ST1 BP1	EA	NEW		1	47.3		0		
NOV - Amelia	NOV	7464248-03		Rack No. C255.	5 1/2" 20.00# HCP-110 V&M SEAMLESS PUP JOINTS, STL THREAD	FW164003	EI 354 A #6 ST1 BP1	EA	NEW		1	19.65		0		
NOV - Amelia	NOV	7460139-01		Rack No. 2-109.	11 7/8" 70.26# VM-125-HC VALLOUREC SEAMLESS CASING, PLAIN END THREAD		INVENTORY	EA	NEW		121	5396.2		0		
NOV - Amelia	NOV	7458724-02		Rack No. E033.	5 1/2" 20.00# P-110 EC V&M SEAMLESS CASING, STL THREAD	FW164003	E.I. 354 A6 ST#1 OCSG 10752	EA	NEW		1	35.65		0		
NOV - Amelia	NOV	7458724-01		Rack No. E033.	5 1/2" 20.00# HCP-110 U S STEEL SEAMLESS CASING, STL THREAD	FW164003	E.I. 354 A6 ST#1 OCSG 10752	EA	NEW		3	134.25		0		
NOV - Amelia	NOV	7458724-02		Rack No. E033.	5 1/2" 20.00# P-110 EC V&M SEAMLESS CASING, STL THREAD	FW164003	E.I. 354 A6 ST#1 OCSG 10752	EA	NEW		2	76.4		0		
NOV - Amelia	NOV	7458724-03		Rack No. E033.	5 1/2" 20.00# P-110 V&M STAR SEAMLESS CASING, STL THREAD	FW164003	E.I. 354 A6 ST#1 OCSG 10752	EA	NEW		1	46.1		0		
NOV - Amelia	NOV	7458724-01		Rack No. E033.	5 1/2" 20.00# HCP-110 U S STEEL SEAMLESS CASING, STL THREAD	FW164003	E.I. 354 A6 ST#1 OCSG 10752	EA	NEW		8	361.8		0		
NOV - Amelia	NOV	7458724-05		Rack No. E033.	5 1/2" 23.00# P-110 EC V&M SEAMLESS CASING, STL THREAD	FW164003	E.I. 354 A6 ST#1 OCSG 10752	EA	NEW		4	171.85		0		
NOV - Amelia	NOV	7458724-05		Rack No. E033.	5 1/2" 23.00# P-110 EC V&M SEAMLESS CASING, STL THREAD	FW164003	E.I. 354 A6 ST#1 OCSG 10752	EA	NEW		9	408.8		0		
NOV - Amelia	NOV	7458724-02		Rack No. E033.	5 1/2" 20.00# P-110 EC V&M SEAMLESS CASING, STL THREAD	FW164003	E.I. 354 A6 ST#1 OCSG 10752	EA	NEW		11	429.55		0		
NOV - Amelia	NOV	7458724-01		Rack No. E033.	5 1/2" 20.00# HCP-110 U S STEEL SEAMLESS CASING, STL THREAD	FW164003	E.I. 354 A6 ST#1 OCSG 10752	EA	NEW		1	45.6		0		
NOV - Amelia	NOV	7458405-01		Rack No. 13-166.	10 3/4" 72.40# Q-125 U S STEEL SEAMLESS CASING, PLAIN END THREAD			EA	NEW		153	6048.1		0		
NOV - Amelia	NOV	7444262-03		Rack No. C023.	7 5/8" 29.70# P-110 IC TENARIS SEAMLESS CASING, DUTCHMAN/CUT-OFF PIN	FW154025	E.I. 316 A #11	EA	USED		1	27.4		0		
NOV - Amelia	NOV	7444262-01		Rack No. E079.	7 5/8" 29.70# P-110 IC TENARIS SEAMLESS CASING, TSH 513 THREAD	FW154025	E.I. 316 A #11	EA	NEW		1	46.95		0		
NOV - Amelia	NOV	7444262-04		Rack No. C024.	7 5/8" 29.70# P-110 IC TENARIS SEAMLESS CASING, THREAD	FW154025	E.I. 316 A #11	EA	USED		1	19.1		0		
NOV - Amelia	NOV	7439076-01		Rack No. H005.	7 5/8" 29.70# P-110 IC TENARIS SEAMLESS CASING, TSH 513 THREAD	FW154025	EUGENE ISL 316 A11 OCSG 5040	EA	NEW		2	92.3		0		
NOV - Amelia	NOV	7439076-01		Rack No. H005.	7 5/8" 29.70# P-110 IC TENARIS SEAMLESS CASING, TSH 513 THREAD	FW154025	EUGENE ISL 316 A11 OCSG 5040	EA	NEW		24	1121.1		0		
NOV - Amelia	NOV	7439076-01		Rack No. H005.	7 5/8" 29.70# P-110 IC TENARIS SEAMLESS CASING, TSH 513 THREAD	FW154025	EUGENE ISL 316 A11 OCSG 5040	EA	NEW		22	1020.65		0		
NOV - Amelia	NOV	7437245-01		Rack No. D006.	7 5/8" 33.70# P-110 RY VALLOUREC SEAMLESS CASING, TSH 523 THREAD	FW154025	E.I. 316 #A-11 OCSG-5040	EA	UNKNOWN		1	34.1		0		
NOV - Amelia	NOV	7437245-02		Rack No. C051.	OTHER, THREAD	FW154025	E.I. 316 #A-11 OCSG-5040	EA	USED		1	0		0		
NOV - Amelia	NOV	7434675-01		Rack No. 13-142.	7 5/8" 33.70# HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW154025	EUGENE ISL 316 A11 OCSG 5040	EA	NEW		1	45.25		0		
NOV - Amelia	NOV	7434675-01		Rack No. E028.	7 5/8" 33.70# HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW154025	EUGENE ISL 316 A11 OCSG 5040	EA	NEW		79	3639.75		0		
NOV - Amelia	NOV	7430303-03		Rack No. E060.	7 5/8" 33.70# HCP-110 SEAMLESS CASING, API 8RD LONG THREAD	FW154025	EUGENE ISLAND 316 A-11 OCSG 5040	EA	NEW		9	417.05		0		
NOV - Amelia	NOV	7430303-03		Rack No. E060.	7 5/8" 33.70# HCP-110 SEAMLESS CASING, API 8RD LONG THREAD	FW154025	EUGENE ISLAND 316 A-11 OCSG 5040	EA	NEW		9	416.3		0		
NOV - Amelia	NOV	7430303-01		Rack No. E060.	7 5/8" 33.70# HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW154025	EUGENE ISLAND 316 A-11 OCSG 5040	EA	NEW		16	657.25		0		
NOV - Amelia	NOV	7430303-01		Rack No. E060.	7 5/8" 33.70# HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW154025	EUGENE ISLAND 316 A-11 OCSG 5040	EA	NEW		25	1104.95		0		
NOV - Amelia	NOV	7430303-02		Rack No. E060.	7 5/8" 33.70# HCP-110 TENARIS-TAMSA SEAMLESS CASING, API 8RD LONG THREAD	FW154025	EUGENE ISLAND 316 A-11 OCSG 5040	EA	NEW		12	552.5		0		
NOV - Amelia	NOV	7430303-04		Rack No. E060.	7 5/8" 33.70# HCP-110 TPCC SEAMLESS CASING, API 8RD LONG THREAD	FW154025	EUGENE ISLAND 316 A-11 OCSG 5040	EA	NEW		8	353.25		0		
NOV - Amelia	NOV	7426924-08		Rack No. E017.	4 1/2" 17.00# VM-110 13CRSS SEAMLESS PUP JOINTS, VAM TOP HC THREAD	203302	MC 948 #2	EA	NEW		1	10		0		
NOV - Amelia	NOV	7426924-03		Rack No. WKRK02.	7 1/16" X 5 1/2" 40.40# 29.70# (70.10#) HP213CR115(I) SEAMLESS VIT, VAM TOP HC THREAD	203302	MC 948 #2	EA	NEW		8	291.12		0		
NOV - Amelia	NOV	7426924-09		Rack No. SH05.	5 1/2" 26.00# VM-110 13CRSS VALLOUREC COUPLINGS, THREAD	203302	MC 948 #2	EA	NEW		2	0		0		
NOV - Amelia	NOV	7426924-11		Rack No. WKRK02.	5 1/2" 26.00# VM-110 13CRSS VALLOUREC SEAMLESS CASING, VAM TOP HC THREAD	203302	MC 948 #2	EA	USED		4	181.5		0		
NOV - Amelia	NOV	7426924-07		Rack No. SH05.	5 1/2" 26.00# VM-110 13CRSS SEAMLESS PUP JOINTS, VAM TOP HC THREAD	203302	MC 948 #2	EA	NEW		3	12		0		
NOV - Amelia	NOV	7426924-07		Rack No. SH05.	5 1/2" 26.00# VM-110 13CRSS SEAMLESS PUP JOINTS, VAM TOP HC THREAD	203302	MC 948 #2	EA	NEW		4	8		0		
NOV - Amelia	NOV	7426924-07		Rack No. SH02.	5 1/2" 26.00# VM-110 13CRSS SEAMLESS PUP JOINTS, VAM TOP HC THREAD	203302	MC 948 #2	EA	NEW		14	56		0		
NOV - Amelia	NOV	7426924-10		Rack No. SH04.	5 1/2" 26.00# VM-110 13CRSS VALLOUREC SEAMLESS CASING, VAM TOP HC THREAD	203302	MC 948 #2	EA	NEW		1	20		0		
NOV - Amelia	NOV	7426924-02		Rack No. WKRK02.	5 1/2" 26.00# VM-110 13CRSS VALLOUREC SEAMLESS CASING, VAM TOP HC THREAD	203302	MC 948 #2	EA	NEW		40	1806.3		0		
NOV - Amelia	NOV	7426924-09		Rack No. SH05.	5 1/2" 26.00# VM-110 13CRSS VALLOUREC COUPLINGS, THREAD	203302	MC 948 #2	EA	NEW		30	0		0		
NOV - Amelia	NOV	7426924-08		Rack No. E017.	4 1/2" 17.00# VM-110 13CRSS SEAMLESS PUP JOINTS, VAM TOP HC THREAD	203302	MC 948 #2	EA	NEW		1	4		0		
NOV - Amelia	NOV	7426924-04		Rack No. SH04.	5 1/2" 29.70# 13CR115 SEAMLESS PUP JOINTS, VAM TOP HC THREAD	203302	MC 948 #2	EA	NEW		1	15		0		
NOV - Amelia	NOV	7426924-04		Rack No. SH04.	5 1/2" 29.70# 13CR115 SEAMLESS PUP JOINTS, VAM TOP HC THREAD	203302	MC 948 #2	EA	NEW		1	20		0		
NOV - Amelia	NOV	7415765-01		Rack No. A049.	2 7/8" 7.90# 13CR110 JFE SEAMLESS TUBING, BTS-6 THREAD	FW155061	EI 136 JA-4 BP1	EA	NEW		10	315.05		0		



Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
NOV - Amelia	NOV	7410843-04		Rack No. H005.	7 5/8" 38.08# HCO-125 EVRAZ SEAMLESS CASING, SLJII THREAD	FW151506	E.I. 136 JA #2	EA	USED		1	43.55	0			
NOV - Amelia	NOV	7410843-02		Rack No. H005.	7 5/8" 38.08# Q-125 U S STEEL SEAMLESS CASING, SLF THREAD	FW151506	E.I. 136 JA #2	EA	NEW		1	43.6	0			
NOV - Amelia	NOV	7410843-05		Rack No. H005.	7 5/8" 38.08# Q-125 U S STEEL SEAMLESS CASING, SLF THREAD	FW151506	E.I. 136 JA #2	EA	USED		2	88.5	0			
NOV - Amelia	NOV	7410843-01		Rack No. H005.	7 5/8" 38.08# HCO-125 EVRAZ SEAMLESS CASING, SLJII THREAD	FW151506	E.I. 136 JA #2	EA	NEW		2	81.65	0			
NOV - Amelia	NOV	7410843-02		Rack No. H005.	7 5/8" 38.08# Q-125 U S STEEL SEAMLESS CASING, SLF THREAD	FW151506	E.I. 136 JA #2	EA	NEW		10	438.55	0			
NOV - Amelia	NOV	7410843-01		Rack No. H005.	7 5/8" 38.08# HCO-125 EVRAZ SEAMLESS CASING, SLJII THREAD	FW151506	E.I. 136 JA #2	EA	NEW		1	43.7	0			
NOV - Amelia	NOV	7410843-01		Rack No. H005.	7 5/8" 38.08# HCO-125 EVRAZ SEAMLESS CASING, SLJII THREAD	FW151506	E.I. 136 JA #2	EA	NEW		13	559.25	0			
NOV - Amelia	NOV	7410843-03		Rack No. H005.	OTHER, THREAD	FW151506	E.I. 136 JA #2	EA	USED		1	0	0			
NOV - Amelia	NOV	7410843-01		Rack No. H005.	7 5/8" 38.08# HCO-125 EVRAZ SEAMLESS CASING, SLJII THREAD	FW151506	E.I. 136 JA #2	EA	NEW		2	84.65	0			
NOV - Amelia	NOV	7409904-01		Rack No. C134.	3 1/2" 12.95# HP1-13CR110 JFE SEAMLESS TUBING, BTS-6 THREAD	FW152006	E.I. 136 JA #2	EA	NEW		44	1394.95	0			
NOV - Amelia	NOV	7397639-01		Rack No. 2-105.	7" 42.59# Q-125-1 V&M STAR SEAMLESS CASING, SLJII THREAD	FW151506	E.I. 136 JA-2 ST1 OC5G-3152	EA	NEW		11	484.85	0			
NOV - Amelia	NOV	7395742-03		Rack No. H005.	7 5/8" 38.08# Q-125 U S STEEL SEAMLESS CASING, SLF THREAD	FW151506	E.I. 136 JA #2	EA	USED		1	39	0			
NOV - Amelia	NOV	7395742-04		Rack No. H005.	7 5/8" 38.08# Q-125 U S STEEL SEAMLESS CASING, SLF THREAD	FW151506	E.I. 136 JA #2	EA	USED		1	28	0			
NOV - Amelia	NOV	7391991-01		Rack No. C233.	7" 37.29# Q-125 V&M SEAMLESS CASING, STL THREAD	FW151506	E.I. 136 JA #2	EA	NEW		6	252.55	0			
NOV - Amelia	NOV	7391991-03		Rack No. MOC1A.	9 5/8" 53.50# P-110 EC V&M SEAMLESS CASING, CUT OFF PIN THREAD	FW151506	E.I. 136 JA #2	EA	USED		1	46.05	0			
NOV - Amelia	NOV	7391991-02		Rack No. EP18.	9 5/8" 53.50# P-110 EC V&M SEAMLESS CASING, CUT OFF PIN THREAD	FW151506	E.I. 136 JA #2	EA	USED		1	49.6	0			
NOV - Amelia	NOV	7391991-01		Rack No. C233.	7" 37.29# Q-125 V&M SEAMLESS CASING, STL THREAD	FW151506	E.I. 136 JA #2	EA	NEW		44	1923.75	0			
NOV - Amelia	NOV	7390965-01		Rack No. B020.	5 1/2" 26.00# VM-110 13CRSS VALLOUREC SEAMLESS CASING, VAM TOP HC THREAD	143752	GUNFLINT 948-4	EA	UNKNOWN		2	90.45	0			
NOV - Amelia	NOV	7384927-03		Rack No. E060.	OTHER, THREAD	FW151006	E.I. 136 JA #2	EA	USED		1	0	0			
NOV - Amelia	NOV	7384927-01		Rack No. E079.	9 5/8" 53.50# HCP-110 TENARIS SEAMLESS CASING, SLX THREAD	FW151006	E.I. 136 JA #2	EA	NEW		1	45.65	0			
NOV - Amelia	NOV	7384927-01		Rack No. E079.	9 5/8" 53.50# HCP-110 TENARIS SEAMLESS CASING, SLX THREAD	FW151006	E.I. 136 JA #2	EA	NEW		1	44.75	0			
NOV - Amelia	NOV	7384927-01		Rack No. E060.	9 5/8" 53.50# HCP-110 TENARIS SEAMLESS CASING, SLX THREAD	FW151006	E.I. 136 JA #2	EA	NEW		6	262.75	0			
NOV - Amelia	NOV	7384927-02		Rack No. E077.	9 5/8" 53.50# HCP-110 TENARIS SEAMLESS PUP JOINTS, SLX THREAD	FW151006	E.I. 136 JA #2	EA	NEW		1	22.15	0			
NOV - Amelia	NOV	7384927-01		Rack No. E060.	9 5/8" 53.50# HCP-110 TENARIS SEAMLESS CASING, SLX THREAD	FW151006	E.I. 136 JA #2	EA	NEW		2	87.25	0			
NOV - Amelia	NOV	7384484-01		Rack No. WKRK02.	5 1/2" 26.00# VM-110 13CRSS VALLOUREC SEAMLESS CASING, VAM TOP HC THREAD	143752	GUNFLINT MC 948 #4 OCSG-28030	EA	NEW		46	1984.82	0			
NOV - Amelia	NOV	7375553-01		Rack No. E045.	13 3/8" 68.00# NT80LHE NSSMC ERW CASING, BUTTRESS THREAD	FW151006	E.I. 136 JA # 2	EA	NEW		2	87.3	0			
NOV - Amelia	NOV	7375553-03		Rack No. H004.	13 3/8" 68.00# NT-80HE TENARIS SEAMLESS PUP JOINTS, BUTTRESS THREAD	FW151006	E.I. 136 JA # 2	EA	NEW		2	47.6	0			
NOV - Amelia	NOV	7375553-03		Rack No. H004.	13 3/8" 68.00# NT-80HE TENARIS SEAMLESS PUP JOINTS, BUTTRESS THREAD	FW151006	E.I. 136 JA # 2	EA	NEW		1	20.25	0			
NOV - Amelia	NOV	7375553-03		Rack No. H004.	13 3/8" 68.00# NT-80HE TENARIS SEAMLESS PUP JOINTS, BUTTRESS THREAD	FW151006	E.I. 136 JA # 2	EA	NEW		1	20.3	0			
NOV - Amelia	NOV	7375553-02		Rack No. EP18.	13 3/8" 68.00# NT80LHE NSSMC ERW CASING, DUTCHMAN/CUT-OFF PIN THREAD	FW151006	E.I. 136 JA # 2	EA	USED		1	44.5	0			
NOV - Amelia	NOV	7375553-04		Rack No. EP17.	13 3/8" 68.00# NT80LHE TENARIS SEAMLESS CASING, CUT OFF PIN THREAD	FW151006	E.I. 136 JA # 2	EA	USED		1	18	0			
NOV - Amelia	NOV	7375553-02		Rack No. E017.	13 3/8" 68.00# NT80LHE NSSMC ERW CASING, DUTCHMAN/CUT-OFF PIN THREAD	FW151006	E.I. 136 JA # 2	EA	USED		1	44.5	0			
NOV - Amelia	NOV	7373478-04		Rack No. EP18.	18 5/8" 87.50# J-55 NIPPON SEAMLESS CASING, BUTTRESS THREAD	FW151006	E.I. 136 JA #2	EA	USED		1	24	0			
NOV - Amelia	NOV	7373478-03		Rack No. EP17.	18 5/8" 87.50# J-55 NIPPON SEAMLESS CASING, DUTCHMAN THREAD	FW151006	E.I. 136 JA #2	EA	USED		2	75	0			
NOV - Amelia	NOV	7363520-01		Rack No. C037.	5 1/2" 17# P-110 TENARIS SEAMLESS CASING, TSH 511 THREAD	INVENTORY CODE: 8000.156		EA	NEW		97	4578.35	0			
NOV - Amelia	NOV	7361437-03		Rack No. I3-142.	7 5/8" 33.70# HCP-110 U S STEEL SEAMLESS CASING, API 8RD LONG THREAD	INVENTORY 8000.156		EA	NEW		5	231.35	0			
NOV - Amelia	NOV	7361437-02		Rack No. I3-142.	7 5/8" 33.70# HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD	INVENTORY 8000.156		EA	NEW		9	414.65	0			
NOV - Amelia	NOV	7361437-01		Rack No. I3-142.	7 5/8" 33.70# HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD	INVENTORY 8000.156		EA	NEW		109	5033.9544	0			
NOV - Amelia	NOV	7351051-02		Rack No. C140.	OTHER, THREAD	FW151506	E.I. 136 JA-2 ST1 OC5G-3152	EA	USED		2	0	0			
NOV - Amelia	NOV	7351051-01		Rack No. C161.	OTHER, THREAD	FW151506	E.I. 136 JA-2 ST1 OC5G-3152	EA	USED		1	0	0			
NOV - Amelia	NOV	7351051-01		Rack No. C161.	OTHER, THREAD	FW151506	E.I. 136 JA-2 ST1 OC5G-3152	EA	USED		1	0	0			
NOV - Amelia	NOV	7350949-01		Rack No. MIT02.	5 1/2" 29.70# HP2-13CR115 JFE SEAMLESS CASING, PLAIN END UPSET THREAD	VESSEL		EA	NEW		12	430.747	0			
NOV - Amelia	NOV	7350628-01		Rack No. I3-142.	7" 29.00# HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW141015	SMI 48 E7	EA	NEW		1	47	0			
NOV - Amelia	NOV	7350628-01		Rack No. I3-142.	7" 29.00# HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW141015	SMI 48 E7	EA	NEW		1	42.6	0			
NOV - Amelia	NOV	7350628-01		Rack No. I3-142.	7" 29.00# HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW141015	SMI 48 E7	EA	NEW		10	451.5	0			
NOV - Amelia	NOV	7350628-01		Rack No. I3-142.	7" 29.00# HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW141015	SMI 48 E7	EA	NEW		4	170.905	0			
NOV - Amelia	NOV	7350628-01		Rack No. I3-142.	7" 29.00# HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW141015	SMI 48 E7	EA	NEW		2	90.85	0			
NOV - Amelia	NOV	7347176-04		Rack No. B020.	4 1/2" 15.50# HP1-13CR110 JFE SEAMLESS TUBING, BTS-6 THREAD	142980	MC 782 DANTZLER #12 XT SET	EA	USED		2	78.05	0			
NOV - Amelia	NOV	7341206-02		Rack No. E008.	9 5/8" 53.50# HCP-110 U S STEEL SEAMLESS CASING, API 8RD LONG THREAD	FW141015	SMI 48 E-7	EA	NEW		1	46.7	0			
NOV - Amelia	NOV	7340778-02		Rack No. I2TP-07.	7" 29.00# P-110 TENARIS SEAMLESS PUP JOINTS, API 8RD LONG THREAD	FW152001	#10 ST3, ENSCO 87 MAIN PASS 153 B	EA	NEW		1	21.25	0			
NOV - Amelia	NOV	7340778-04		Rack No. I2TP-07.	7" 29.00# P-110 TENARIS SEAMLESS PUP JOINTS, API 8RD LONG THREAD	FW152001	#10 ST3, ENSCO 87 MAIN PASS 153 B	EA	NEW		1	20.75	0			
NOV - Amelia	NOV	7340778-01		Rack No. H053.	7" 29.00# P-110 U S STEEL SEAMLESS CASING, API 8RD LONG THREAD	FW152001	#10 ST3, ENSCO 87 EUGENE ISLAND 136 #JA-2 ST1 OCS-G	EA	NEW		7	314.2	0			
NOV - Amelia	NOV	7339262-01		Rack No. 2-105.	7" 42.59# Q-125-1 V&M STAR SEAMLESS CASING, SLJII THREAD	FW151506	3156	EA	NEW		294	12960.35	0			
NOV - Amelia	NOV	7339262-02		Rack No. 2-105.	7" 42.59# Q-125-1 V&M STAR SEAMLESS CASING, SLJII THREAD	FW151506	EUGENE ISLAND 136 #JA-2 ST1 OCS-G	EA	NEW		1	45.1	0			
NOV - Amelia	NOV	7339262-01		Rack No. 2-105.	7" 42.59# Q-125-1 V&M STAR SEAMLESS CASING, SLJII THREAD	FW151506	EUGENE ISLAND 136 #JA-2 ST1 OCS-G	EA	NEW		56	2468.3045	0			
NOV - Amelia	NOV	7339262-01		Rack No. 2-105.	7" 42.59# Q-125-1 V&M STAR SEAMLESS CASING, SLJII THREAD	FW151506	EUGENE ISLAND 136 #JA-2 ST1 OCS-G	EA	NEW		1	43.75	0			
NOV - Amelia	NOV	7339239-01		Rack No. EN04.	7" 41.00# V-150 U S STEEL SEAMLESS CASING, STL THREAD	FW151506	EUGENE ISLAND 136 #JA-2 ST1 OCS-G	EA	NEW		56	2620.9	0			
NOV - Amelia	NOV	7339201-06		Rack No. EP25.	9 5/8" 53.50# P110 EC V&M SEAMLESS CASING, SLX THREAD	FW151006	EUGENE ISLAND 136 #JA-2 ST1 OCS-G	EA	NEW		5	222.2	0			
NOV - Amelia	NOV	7339201-03		Rack No. EP25.	9 5/8" 52.85# HCO-125 V&M SEAMLESS CASING, SLX THREAD	FW151006	EUGENE ISLAND 136 #JA-2 ST1 OCS-G	EA	NEW		1	44.65	0			
NOV - Amelia	NOV	7339201-06		Rack No. EP25.	9 5/8" 53.50# P110 EC V&M SEAMLESS CASING, SLX THREAD	FW151006	EUGENE ISLAND 136 #JA-2 ST1 OCS-G	EA	NEW		6	272	0			

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
NOV - Amelia	NOV	7339201-05		Rack No. EP25.	9 5/8" 52.85# HCQ-125 V&M STAR SEAMLESS CASING, SLX THREAD	FW151006	EUGENE ISLAND 136 #JA-2 ST1 OSC-G 3156	EA	NEW		1	44.8	0			
NOV - Amelia	NOV	7339201-04		Rack No. EP25.	9 5/8" 52.85# HCQ-125 SIDERCA SEAMLESS CASING, SLX THREAD	FW151006	EUGENE ISLAND 136 #JA-2 ST1 OSC-G 3156	EA	NEW		1	41.75	0			
NOV - Amelia	NOV	7339201-05		Rack No. EP25.	9 5/8" 52.85# HCQ-125 V&M STAR SEAMLESS CASING, SLX THREAD	FW151006	EUGENE ISLAND 136 #JA-2 ST1 OSC-G 3156	EA	NEW		3	131.35	0			
NOV - Amelia	NOV	7339201-02		Rack No. EP19.	9 5/8" 52.85# HCQ-125 TENARIS-TAMSA SEAMLESS PUP JOINTS, SLX THREAD	FW151006	EUGENE ISLAND 136 #JA-2 ST1 OSC-G 3156	EA	NEW		1	23	0			
NOV - Amelia	NOV	7339201-06		Rack No. EP25.	9 5/8" 53.50# P110 EC V&M SEAMLESS CASING, SLX THREAD	FW151006	EUGENE ISLAND 136 #JA-2 ST1 OSC-G 3156	EA	NEW		4	182.7	0			
NOV - Amelia	NOV	7339201-03		Rack No. EP25.	9 5/8" 52.85# HCQ-125 V&M SEAMLESS CASING, SLX THREAD	FW151006	EUGENE ISLAND 136 #JA-2 ST1 OSC-G 3156	EA	NEW		4	176.65	0			
NOV - Amelia	NOV	7339201-04		Rack No. EP25.	9 5/8" 52.85# HCQ-125 SIDERCA SEAMLESS CASING, SLX THREAD	FW151006	EUGENE ISLAND 136 #JA-2 ST1 OSC-G 3156	EA	NEW		2	92.45	0			
NOV - Amelia	NOV	7339201-04		Rack No. EP25.	9 5/8" 52.85# HCQ-125 SIDERCA SEAMLESS CASING, SLX THREAD	FW151006	EUGENE ISLAND 136 #JA-2 ST1 OSC-G 3156	EA	NEW		1	45.8	0			
NOV - Amelia	NOV	7339201-01		Rack No. EP25.	9 5/8" 52.85# HCQ-125 TENARIS-TAMSA SEAMLESS CASING, SLX THREAD	FW151006	EUGENE ISLAND 136 #JA-2 ST1 OSC-G 3156	EA	NEW		4	176.75	0			
NOV - Amelia	NOV	7339201-03		Rack No. EP25.	9 5/8" 52.85# HCQ-125 V&M SEAMLESS CASING, SLX THREAD	FW151006	EUGENE ISLAND 136 #JA-2 ST1 OSC-G 3156	EA	NEW		6	263.45	0			
NOV - Amelia	NOV	7339201-01		Rack No. EP25.	9 5/8" 52.85# HCQ-125 TENARIS-TAMSA SEAMLESS CASING, SLX THREAD	FW151006	EUGENE ISLAND 136 #JA-2 ST1 OSC-G 3156	EA	NEW		11	497.2	0			
NOV - Amelia	NOV	7339201-01		Rack No. EP25.	9 5/8" 52.85# HCQ-125 TENARIS-TAMSA SEAMLESS CASING, SLX THREAD	FW151006	EUGENE ISLAND 136 #JA-2 ST1 OSC-G 3156	EA	NEW		5	227.8	0			
NOV - Amelia	NOV	7339201-06		Rack No. EP25.	9 5/8" 53.50# P110 EC V&M SEAMLESS CASING, SLX THREAD	FW151006	EUGENE ISLAND 136 #JA-2 ST1 OSC-G 3156	EA	NEW		28	1255.4	0			
NOV - Amelia	NOV	7339201-06		Rack No. EP25.	9 5/8" 53.50# P110 EC V&M SEAMLESS CASING, SLX THREAD	FW151006	EUGENE ISLAND 136 #JA-2 ST1 OSC-G 3156	EA	NEW		6	275.45	0			
NOV - Amelia	NOV	7339201-06		Rack No. EP25.	9 5/8" 53.50# P110 EC V&M SEAMLESS CASING, SLX THREAD	FW151006	EUGENE ISLAND 136 #JA-2 ST1 OSC-G 3156	EA	NEW		1	46	0			
NOV - Amelia	NOV	7339201-06		Rack No. EP25.	9 5/8" 53.50# P110 EC V&M SEAMLESS CASING, SLX THREAD	FW151006	EUGENE ISLAND 136 #JA-2 ST1 OSC-G 3156	EA	NEW		1	45.3	0			
NOV - Amelia	NOV	7339201-06		Rack No. EP25.	9 5/8" 53.50# P110 EC V&M SEAMLESS CASING, SLX THREAD	FW151006	EUGENE ISLAND 136 #JA-2 ST1 OSC-G 3156	EA	NEW		3	135.95	0			
NOV - Amelia	NOV	7339176-02		Rack No. EQ08.	9 5/8" 53.30# HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW151006	EUGENE ISLAND 136 #JA-2 ST1 OSC-G 3156	EA	NEW		3	137.25	0			
NOV - Amelia	NOV	7337780-01		Rack No. MIT02.	7 1/16" 40.40# HP2-13CR115 JFE SEAMLESS CASING, PLAIN END THREAD		VESSEL: "GLORIOUS HOPE"	EA	NEW		1	35.95	0			
NOV - Amelia	NOV	7337780-01		Rack No. MIT02.	7 1/16" 40.40# HP2-13CR115 JFE SEAMLESS CASING, PLAIN END THREAD		VESSEL: "GLORIOUS HOPE"	EA	NEW		2	71.7674	0			
NOV - Amelia	NOV	7336043-01		Rack No. H062.	9 5/8" 47.00# P-110 EC V&M SEAMLESS CASING, API 8RD LONG THREAD	FW151001	MP 153 B-10 ST3	EA	NEW		13	564.1	0			
NOV - Amelia	NOV	7334105-01		Rack No. H051.	9 5/8" 53.50# P-110 IC TENARIS SEAMLESS CASING, TSH 513 THREAD	SR141007	GC 65 A-23	EA	NEW		20	946.2	0			
NOV - Amelia	NOV	7332033-01		Rack No. C255.	7 5/8" 29.70# P-110 IC TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW141515	SMI 48 E-7 OCSG-00786	EA	NEW		14	654.74	0			
NOV - Amelia	NOV	7332033-02		Rack No. C255.	7 5/8" 29.70# HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW141515	SMI 48 E-7 OCSG-00786	EA	NEW		1	46.78	0			
NOV - Amelia	NOV	7332033-02		Rack No. C255.	7 5/8" 29.70# HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW141515	SMI 48 E-7 OCSG-00786	EA	NEW		4	184.15	0			
NOV - Amelia	NOV	7332033-01		Rack No. C255.	7 5/8" 29.70# P-110 IC TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW141515	SMI 48 E-7 OCSG-00786	EA	NEW		1	45.82	0			
NOV - Amelia	NOV	7332033-03		Rack No. C255.	7 5/8" 29.70# P-110 IC TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW141515	SMI 48 E-7 OCSG-00786	EA	NEW		4	181.48	0			
NOV - Amelia	NOV	7330358-03		Rack No. E045.	11 3/4" 65.00# Q-125 HC LONE STAR ERW CASING, HYD 523 THREAD	SR141005	GC 65 A-23 OCSG-5589	EA	NEW		5	200.5	0			
NOV - Amelia	NOV	7330358-01		Rack No. BP-15.	11 3/4" 65.00# Q-125 IC TENARIS SEAMLESS CASING, HYD 523 THREAD	SR141005	GC 65 A-23 OCSG-5589	EA	NEW		5	203.4	0			
NOV - Amelia	NOV	7330358-01		Rack No. E045.	11 3/4" 65.00# Q-125 IC TENARIS SEAMLESS CASING, HYD 523 THREAD	SR141005	GC 65 A-23 OCSG-5589	EA	NEW		13	528.8472	0			
NOV - Amelia	NOV	7330358-02		Rack No. E045.	11 3/4" 65.00# Q-125 HC U S STEEL SEAMLESS CASING, HYD 523 THREAD	SR141005	GC 65 A-23 OCSG-5589	EA	NEW		4	152.25	0			
NOV - Amelia	NOV	7326931-01		Rack No. B067.	9 5/8" 53.50# P110 EC V&M SEAMLESS CASING, TSH 513 THREAD	FW141505	GREEN CANYON 65 # A-23 OCS-G 5889 H&P 206	EA	NEW		259	11294.5	0			
NOV - Amelia	NOV	7324824-01		Rack No. EQ08.	13 3/8" 72.00# HCQ-125 U S STEEL SEAMLESS CASING, BUTTRESS THREAD	SR141005	GC 65 A-23 OCSG-5889	EA	NEW		2	85.35	0			
NOV - Amelia	NOV	7324824-01		Rack No. EQ08.	13 3/8" 72.00# HCQ-125 U S STEEL SEAMLESS CASING, BUTTRESS THREAD	SR141005	GC 65 A-23 OCSG-5889	EA	NEW		1	43.35	0			
NOV - Amelia	NOV	7324824-01		Rack No. EQ-07.	13 3/8" 72.00# HCQ-125 U S STEEL SEAMLESS CASING, BUTTRESS THREAD	SR141005	GC 65 A-23 OCSG-5889	EA	NEW		6	246.25	0			
NOV - Amelia	NOV	7322732-01		Rack No. 2-208.	18 5/8" 99.50# J-55 TATA STEEL ERW CASING, BUTTRESS THREAD	SR141007	GC 65 A-23	EA	NEW		8	337.15	0			
NOV - Amelia	NOV	7322732-02		Rack No. 2-336.	18 5/8" 99.50# J-55 TATA STEEL ERW PUP JOINTS, BUTTRESS THREAD	SR141007	GC 65 A-23	EA	NEW		1	21	0			
NOV - Amelia	NOV	7322732-02		Rack No. 2-336.	18 5/8" 99.50# J-55 TATA STEEL ERW PUP JOINTS, BUTTRESS THREAD	SR141007	GC 65 A-23	EA	NEW		1	21.4	0			
NOV - Amelia	NOV	7321277-02		Rack No. E040.	9 5/8" 53.50# P-110 IC TENARIS SEAMLESS CASING, TSH 513 THREAD	FW141505	GREEN CANYON 65 A-23 OCSG 5889	EA	NEW		9	419	0			
NOV - Amelia	NOV	7321277-02		Rack No. E040.	9 5/8" 53.50# P-110 IC TENARIS SEAMLESS CASING, TSH 513 THREAD	FW141505	GREEN CANYON 65 A-23 OCSG 5889	EA	NEW		9	410.85	0			

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
NOV - Amelia	NOV	7321277-01		Rack No. H062.	9 5/8" 53.50# P-110 IC TAMSAM SEAMLESS CASING, TSH 513 THREAD	FW141505	GREEN CANYON 65 A-23 OCSG 5889	EA	NEW		65	3046.44	0			
NOV - Amelia	NOV	7316334-05		Rack No. WKRK07.	9 7/8" 62.80# HCQ-125 SEAMLESS PUP JOINTS, HYD 513 THREAD	SA-12-0003	MAIN PASS 295 # 1 OCS-G 32263	EA	NEW		1	3	0			
NOV - Amelia	NOV	7316334-07		Rack No. WKRK07.	11 3/4" 65.00# Q-325 IC SEAMLESS PUP JOINTS, HYD 523 THREAD	SA-12-0003	MAIN PASS 295 # 1 OCS-G 32263	EA	NEW		1	3	0			
NOV - Amelia	NOV	7316334-02		Rack No. WKRK07.	9 7/8" 62.80# HCQ-125 SEAMLESS PUP JOINTS, HYD 513 THREAD	SA-12-0003	MAIN PASS 295 # 1 OCS-G 32263	EA	NEW		1	10	0			
NOV - Amelia	NOV	7316334-03		Rack No. WKRK07.	9 7/8" 62.80# HCQ-125 SEAMLESS PUP JOINTS, HYD 523 THREAD	SA-12-0003	MAIN PASS 295 # 1 OCS-G 32263	EA	NEW		1	3	0			
NOV - Amelia	NOV	7315599-01		Rack No. EP22.	11 3/4" 65.00# JFE-110T JFE SEAMLESS CASING, HYD 513 THREAD	W141005 OCS-G 588	GREEN CANYON 65 # A-23	EA	NEW		13	558.55	0			
NOV - Amelia	NOV	7315599-01		Rack No. EP22.	11 3/4" 65.00# JFE-110T JFE SEAMLESS CASING, HYD 513 THREAD	W141005 OCS-G 588	GREEN CANYON 65 # A-23	EA	NEW		1	42.75	0			
NOV - Amelia	NOV	7315599-01		Rack No. EP22.	11 3/4" 65.00# JFE-110T JFE SEAMLESS CASING, HYD 513 THREAD	W141005 OCS-G 588	GREEN CANYON 65 # A-23	EA	NEW		1	44.65	0			
NOV - Amelia	NOV	7315599-01		Rack No. EP22.	11 3/4" 65.00# JFE-110T JFE SEAMLESS CASING, HYD 513 THREAD	W141005 OCS-G 588	GREEN CANYON 65 # A-23	EA	NEW		1	42.8	0			
NOV - Amelia	NOV	7315599-02		Rack No. EP22.	11 3/4" 65.00# HCP-110 U S STEEL SEAMLESS CASING, HYD 513 THREAD	W141005 OCS-G 588	GREEN CANYON 65 # A-23	EA	NEW		1	42	0			
NOV - Amelia	NOV	7312660-01		Rack No. B005.	4 1/2" 13.50# HCP-110 TMK SEAMLESS CASING, ULTRA SF THREAD	FW141009	EI 126 A-5 ST-1	EA	NEW		16	676.75	0			
NOV - Amelia	NOV	7312632-02		Rack No. EQ09.	9 5/8" 53.50# HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW141017	SS 274 C22 ST2	EA	NEW		1	46	0			
NOV - Amelia	NOV	7305798-02		Rack No. 2-442.	9 5/8" 53.50# HCP-110 TAMSAM SEAMLESS PUP JOINTS, TSH 513 THREAD	FW141505	GREEN CANYON 65 # A-23 OCS-G 5889	EA	NEW		1	22.95	0			
NOV - Amelia	NOV	7305798-06		Rack No. B061.	9 5/8" 53.50# P-110 EC V&M SEAMLESS CASING, HYD 523 THREAD	FW141505	GREEN CANYON 65 # A-23 OCS-G 5889	EA	NEW		7	314.8	0			
NOV - Amelia	NOV	7305798-05		Rack No. B061.	9 5/8" 53.50# P-110 EC V&M STAR SEAMLESS CASING, HYD 523 THREAD	FW141505	GREEN CANYON 65 # A-23 OCS-G 5889	EA	NEW		24	1062.1	0			
NOV - Amelia	NOV	7305798-03		Rack No. B061.	9 5/8" 53.50# HCP-110 U S STEEL SEAMLESS CASING, HYD 523 THREAD	FW141505	GREEN CANYON 65 # A-23 OCS-G 5889	EA	NEW		2	92.8	0			
NOV - Amelia	NOV	7305798-01		Rack No. B061.	9 5/8" 53.50# HCP-110 TENARIS SEAMLESS CASING, HYD 513 THREAD	FW141505	GREEN CANYON 65 # A-23 OCS-G 5889	EA	NEW		4	187.7	0			
NOV - Amelia	NOV	7305798-01		Rack No. B061.	9 5/8" 53.50# HCP-110 TENARIS SEAMLESS CASING, HYD 513 THREAD	FW141505	GREEN CANYON 65 # A-23 OCS-G 5889	EA	NEW		16	741.0824	0			
NOV - Amelia	NOV	7305798-05		Rack No. EP22.	9 5/8" 53.50# P-110 EC V&M STAR SEAMLESS CASING, HYD 523 THREAD	FW141505	GREEN CANYON 65 # A-23 OCS-G 5889	EA	NEW		37	1656.35	0			
NOV - Amelia	NOV	7305798-03		Rack No. EP22.	9 5/8" 53.50# HCP-110 U S STEEL SEAMLESS CASING, HYD 523 THREAD	FW141505	GREEN CANYON 65 # A-23 OCS-G 5889	EA	NEW		7	329.9	0			
NOV - Amelia	NOV	7305798-04		Rack No. EP22.	9 5/8" 53.50# HCP-110 TENARIS SEAMLESS CASING, TSH 523 THREAD	FW141505	GREEN CANYON 65 # A-23 OCS-G 5889	EA	NEW		1	44.35	0			
NOV - Amelia	NOV	7305798-01		Rack No. EP22.	9 5/8" 53.50# HCP-110 TENARIS SEAMLESS CASING, HYD 513 THREAD	FW141505	GREEN CANYON 65 # A-23 OCS-G 5889	EA	NEW		1	47.25	0			
NOV - Amelia	NOV	7305798-05		Rack No. EP22.	9 5/8" 53.50# P-110 EC V&M STAR SEAMLESS CASING, HYD 523 THREAD	FW141505	GREEN CANYON 65 # A-23 OCS-G 5889	EA	NEW		8	365.55	0			
NOV - Amelia	NOV	7305798-05		Rack No. EP22.	9 5/8" 53.50# P-110 EC V&M STAR SEAMLESS CASING, HYD 523 THREAD	FW141505	GREEN CANYON 65 # A-23 OCS-G 5889	EA	NEW		1	46.3	0			
NOV - Amelia	NOV	7305798-05		Rack No. EP22.	9 5/8" 53.50# P-110 EC V&M STAR SEAMLESS CASING, HYD 523 THREAD	FW141505	GREEN CANYON 65 # A-23 OCS-G 5889	EA	NEW		4	183	0			
NOV - Amelia	NOV	7305798-05		Rack No. EP22.	9 5/8" 53.50# P-110 EC V&M STAR SEAMLESS CASING, HYD 523 THREAD	FW141505	GREEN CANYON 65 # A-23 OCS-G 5889	EA	NEW		9	411.05	0			
NOV - Amelia	NOV	7305798-01		Rack No. EP22.	9 5/8" 53.50# HCP-110 TENARIS SEAMLESS CASING, HYD 513 THREAD	FW141505	GREEN CANYON 65 # A-23 OCS-G 5889	EA	NEW		2	93.45	0			
NOV - Amelia	NOV	7305798-04		Rack No. B061.	9 5/8" 53.50# HCP-110 TENARIS SEAMLESS CASING, TSH 523 THREAD	FW141505	GREEN CANYON 65 # A-23 OCS-G 5889	EA	NEW		3	133.55	0			
NOV - Amelia	NOV	7303373-02		Rack No. H062.	9 7/8" 61.80# Q125-IC TAMSAM SEAMLESS CASING, TSH 513 THREAD	SR141003	GC 64 A26	EA	UNKNOWN		1	44	0			
NOV - Amelia	NOV	7303373-01		Rack No. H062.	9 7/8" 61.80# Q125-IC TAMSAM SEAMLESS CASING, TSH 513 THREAD	SR141003	GC 64 A26	EA	UNKNOWN		16	704	0			
NOV - Amelia	NOV	7302417-01		Rack No. B005.	7" 32.00# HCP-110 JESCO SEAMLESS CASING, API 8RD LONG THREAD	FW141509	EI 126 A-5 ST-1	EA	NEW		9	386.55	0			
NOV - Amelia	NOV	7302417-01		Rack No. B005.	7" 32.00# HCP-110 JESCO SEAMLESS CASING, API 8RD LONG THREAD	FW141509	EI 126 A-5 ST-1	EA	NEW		28	1161.25	0			
NOV - Amelia	NOV	7302417-02		Rack No. B020.	7" 32.00# HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW141509	EI 126 A-5 ST-1	EA	NEW		1	47.4	0			
NOV - Amelia	NOV	7299505-01		Rack No. EP12.	13 3/8" 72.00# P-110 IC TAMSAM SEAMLESS CASING, BUTTRESS THREAD	FW141017	SS 274 C22 ST2 OCSG-1039	EA	NEW		7	329.1543	0			
NOV - Amelia	NOV	7288937-02		Rack No. EM05.	10 3/4" 45.50# J-55 TENARIS ERW PUP JOINTS, BUTTRESS THREAD	FW1410016	S.M.I. 48 E-8 OCSG 786	EA	NEW		1	21.5	0			
NOV - Amelia	NOV	7288937-01		Rack No. EQ09.	10 3/4" 45.50# J-55 TENARIS ERW CASING, BUTTRESS THREAD	FW1410016	S.M.I. 48 E-8 OCSG 786	EA	NEW		1	46.35	0			
NOV - Amelia	NOV	7288937-01		Rack No. EQ09.	10 3/4" 45.50# J-55 TENARIS ERW CASING, BUTTRESS THREAD	FW1410016	S.M.I. 48 E-8 OCSG 786	EA	NEW		1	43.1	0			
NOV - Amelia	NOV	7288937-02		Rack No. EM05.	10 3/4" 45.50# J-55 TENARIS ERW PUP JOINTS, BUTTRESS THREAD	FW1410016	S.M.I. 48 E-8 OCSG 786	EA	NEW		2	43.25	0			
NOV - Amelia	NOV	7288937-01		Rack No. EQ09.	10 3/4" 45.50# J-55 TENARIS ERW CASING, BUTTRESS THREAD	FW1410016	S.M.I. 48 E-8 OCSG 786	EA	NEW		2	81.75	0			
NOV - Amelia	NOV	7288937-02		Rack No. EM05.	10 3/4" 45.50# J-55 TENARIS ERW PUP JOINTS, BUTTRESS THREAD	FW1410016	S.M.I. 48 E-8 OCSG 786	EA	NEW		2	42.8	0			
NOV - Amelia	NOV	7288937-01		Rack No. B024.	10 3/4" 45.50# J-55 TENARIS ERW CASING, BUTTRESS THREAD	FW1410016	S.M.I. 48 E-8 OCSG 786	EA	NEW		3	130.1	0			
NOV - Amelia	NOV	7288937-01		Rack No. B024.	10 3/4" 45.50# J-55 TENARIS ERW CASING, BUTTRESS THREAD	FW1410016	S.M.I. 48 E-8 OCSG 786	EA	NEW		1	40.1	0			
NOV - Amelia	NOV	7288937-02		Rack No. EM05.	10 3/4" 45.50# J-55 TENARIS ERW PUP JOINTS, BUTTRESS THREAD	FW1410016	S.M.I. 48 E-8 OCSG 786	EA	NEW		1	21.6	0			
NOV - Amelia	NOV	7288869-05		Rack No. H005.	7 5/8" 29.70# P-110 IC TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW1415016	S.M.I. 48 E-8 OCSG 786	EA	NEW		4	188.5	0			
NOV - Amelia	NOV	7288869-03		Rack No. H005.	7 5/8" 29.70# HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW1415016	S.M.I. 48 E-8 OCSG 786	EA	NEW		1	45.35	0			
NOV - Amelia	NOV	7288869-03		Rack No. H005.	7 5/8" 29.70# HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW1415016	S.M.I. 48 E-8 OCSG 786	EA	NEW		1	45.1	0			
NOV - Amelia	NOV	7288869-01		Rack No. H005.	7 5/8" 29.70# HCP-110 TAMSAM SEAMLESS CASING, API 8RD LONG THREAD	FW1415016	S.M.I. 48 E-8 OCSG 786	EA	NEW		14	636.35	0			
NOV - Amelia	NOV	7288869-04		Rack No. H005.	7 5/8" 29.70# P-110 IC TAMSAM SEAMLESS CASING, API 8RD LONG THREAD	FW1415016	S.M.I. 48 E-8 OCSG 786	EA	NEW		2	91.8	0			
NOV - Amelia	NOV	7288869-03		Rack No. H005.	7 5/8" 29.70# HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW1415016	S.M.I. 48 E-8 OCSG 786	EA	NEW		1	47.4	0			
NOV - Amelia	NOV	7288869-04		Rack No. H005.	7 5/8" 29.70# P-110 IC TAMSAM SEAMLESS CASING, API 8RD LONG THREAD	FW1415016	S.M.I. 48 E-8 OCSG 786	EA	NEW		27	1242.49	0			

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
NOV - Amelia	NOV	728869-05		Rack No. H005.	7 5/8" 29.70# P-110 IC TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW1415016	S.M.I. 48 E-8 OCSG 786	EA	NEW		4	188.4	0			
NOV - Amelia	NOV	728869-05		Rack No. H005.	7 5/8" 29.70# P-110 IC TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW1415016	S.M.I. 48 E-8 OCSG 786	EA	NEW		7	332.25	0			
NOV - Amelia	NOV	728869-01		Rack No. H005.	7 5/8" 29.70# HCP-110 TAMSA SEAMLESS CASING, API 8RD LONG THREAD	FW1415016	S.M.I. 48 E-8 OCSG 786	EA	NEW		5	229.05	0			
NOV - Amelia	NOV	728869-02		Rack No. H005.	7 5/8" 29.70# HCP-110 TPCO SEAMLESS CASING, API 8RD LONG THREAD	FW1415016	S.M.I. 48 E-8 OCSG 786	EA	NEW		1	44.55	0			
NOV - Amelia	NOV	728816-01		Rack No. C255.	7 5/8" 29.70# P-110 IC TENARIS SEAMLESS CASING, API 8RD LONG THREAD		INVENTORY CODE: 8000 156	EA	NEW		64	2987.24	0			
NOV - Amelia	NOV	728816-01		Rack No. C255.	7 5/8" 29.70# P-110 IC TENARIS SEAMLESS CASING, API 8RD LONG THREAD		INVENTORY CODE: 8000 156	EA	NEW		129	6023.01	0			
NOV - Amelia	NOV	7288570-01		Rack No. C255.	7 5/8" 29.70# P-110 IC TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW1415016	S.M.I. 48 E-8 OCSG 786	EA	NEW		25	1166.75	0			
NOV - Amelia	NOV	7287935-01		Rack No. B005.	7" 38.00# HCQ-125-1 TCA SEAMLESS CASING, STL THREAD	3500.2		EA	NEW		43	1881.7	0			
NOV - Amelia	NOV	7282304-02		Rack No. C255.	7 5/8" 29.70# HCP-110 TENARIS SEAMLESS CASING, TSH 513 THREAD	GO141504	M.P. 311 #B-12 ST OCSG-2213	EA	NEW		25	1134.7	0			
NOV - Amelia	NOV	7282304-01		Rack No. C255.	7 5/8" 29.70# P-110 IC TENARIS SEAMLESS CASING, TSH 513 THREAD	GO141504	M.P. 311 #B-12 ST OCSG-2213	EA	NEW		40	1848.4017	0			
NOV - Amelia	NOV	7280531-01		Rack No. B024.	10 3/4" 45.50# J-55 TENARIS ERW CASING, BUTTRESS THREAD	GO141004	MP 311 B12	EA	NEW		1	38.65	0			
NOV - Amelia	NOV	7280531-01		Rack No. B024.	10 3/4" 45.50# J-55 TENARIS ERW CASING, BUTTRESS THREAD	GO141004	MP 311 B12	EA	NEW		1	38.85	0			
NOV - Amelia	NOV	7280393-01		Rack No. E060.	9 5/8" 53.50# HCQ-125 U S STEEL SEAMLESS CASING, BUTTRESS THREAD	FW141009	EI 126 A-5 ST-1	EA	NEW		14	642.9	0			
NOV - Amelia	NOV	7280393-01		Rack No. E009.	9 5/8" 53.50# HCQ-125 U S STEEL SEAMLESS CASING, BUTTRESS THREAD	FW141009	EI 126 A-5 ST-1	EA	NEW		1	47.25	0			
NOV - Amelia	NOV	7277189-01		Rack No. B057.	11 7/8" 71.80# Q-125 IC TENARIS SEAMLESS CASING, TSH 523 THREAD	SR141003	GC 64 A26	EA	NEW		21	954.85	0			
NOV - Amelia	NOV	7276946-01		Rack No. E079.	7" 26.00# P-110 EC V&M SEAMLESS CASING, API 8RD LONG THREAD	SR141500	SS 252 C-9 ST1	EA	NEW		1	44.15	0			
NOV - Amelia	NOV	7276946-01		Rack No. E079.	7" 26.00# P-110 EC V&M SEAMLESS CASING, API 8RD LONG THREAD	SR141500	SS 252 C-9 ST1	EA	NEW		2	89.1	0			
NOV - Amelia	NOV	7276946-01		Rack No. E079.	7" 26.00# P-110 EC V&M SEAMLESS CASING, API 8RD LONG THREAD	SR141500	SS 252 C-9 ST1	EA	NEW		5	221.25	0			
NOV - Amelia	NOV	7276946-03		Rack No. E077.	7" 26.00# HCP-110 VOEST ALP SEAMLESS CASING, API 8RD LONG THREAD	SR141500	SS 252 C-9 ST1	EA	NEW		2	83.7	0			
NOV - Amelia	NOV	7276946-02		Rack No. E077.	7" 26.00# HCP-110 VOEST ALP SEAMLESS CASING, API 8RD LONG THREAD	SR141500	SS 252 C-9 ST1	EA	NEW		6	280.02	0			
NOV - Amelia	NOV	7276946-05		Rack No. E079.	7" 26.00# HCP-110 V&M SEAMLESS CASING, API 8RD LONG THREAD	SR141500	SS 252 C-9 ST1	EA	NEW		1	45.3	0			
NOV - Amelia	NOV	7276946-02		Rack No. E077.	7" 26.00# HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD	SR141500	SS 252 C-9 ST1	EA	NEW		11	513.3639	0			
NOV - Amelia	NOV	7276946-03		Rack No. E077.	7" 26.00# HCP-110 VOEST ALP SEAMLESS CASING, API 8RD LONG THREAD	SR141500	SS 252 C-9 ST1	EA	NEW		4	166.85	0			
NOV - Amelia	NOV	7276946-04		Rack No. E077.	7" 26.00# HCP-110 V&M SEAMLESS CASING, API 8RD LONG THREAD	SR141500	SS 252 C-9 ST1	EA	NEW		1	45.45	0			
NOV - Amelia	NOV	7276946-05		Rack No. E077.	7" 26.00# HCP-110 V&M SEAMLESS CASING, API 8RD LONG THREAD	SR141500	SS 252 C-9 ST1	EA	NEW		2	91.45	0			
NOV - Amelia	NOV	7276946-02		Rack No. E077.	7" 32.00# HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD	SR141500	SS 252 C-9 ST1	EA	NEW		1	46.67	0			
NOV - Amelia	NOV	7276946-03		Rack No. E077.	7" 26.00# HCP-110 VOEST ALP SEAMLESS CASING, API 8RD LONG THREAD	SR141500	SS 252 C-9 ST1	EA	NEW		3	124.55	0			
NOV - Amelia	NOV	7276946-02		Rack No. E077.	7" 26.00# HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD	SR141500	SS 252 C-9 ST1	EA	NEW		2	94.65	0			
NOV - Amelia	NOV	7272382-04		Rack No. E077.	7" 26.00# P-110 EC V&M SEAMLESS CASING, API 8RD LONG THREAD		INVENTORY	EA	NEW		2	89.1	0			
NOV - Amelia	NOV	7272382-01		Rack No. H053.	7" 26.00# HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD		INVENTORY	EA	NEW		1	46.9	0			
NOV - Amelia	NOV	7272382-01		Rack No. H053.	7" 26.00# HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD		INVENTORY	EA	NEW		3	141	0			
NOV - Amelia	NOV	7272382-01		Rack No. E077.	7" 26.00# HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD		INVENTORY	EA	NEW		3	139.95	0			
NOV - Amelia	NOV	7272382-03		Rack No. E077.	7" 26.00# P-110 EC V&M SEAMLESS CASING, API 8RD LONG THREAD		INVENTORY	EA	NEW		1	41.85	0			
NOV - Amelia	NOV	7272382-02		Rack No. E077.	7" 26.00# HCP-110 VOEST ALP SEAMLESS CASING, API 8RD LONG THREAD		INVENTORY	EA	NEW		6	249.6	0			
NOV - Amelia	NOV	7261939-01		Rack No. E028.	7 5/8" 29.70# P-110 IC TENARIS SEAMLESS CASING, TSH 513 THREAD	GO-14-1001-DH	MP 311 A-13 ST-2 MAIN PAS 311 A13 S/T	EA	NEW		3	138.7269	0			
NOV - Amelia	NOV	7244543-05		Rack No. E033.	5 1/2" 20.00# HCP-110 U S STEEL SEAMLESS CASING, STL THREAD	TBA		EA	NEW		1	45.4	0			
NOV - Amelia	NOV	3679539-02		Rack No. 2-336.	9 5/8" 53.50# HCP-110 TENARIS SEAMLESS PUP JOINTS, API 8RD LONG THREAD	FW141502	EI-187 #2	EA	NEW		1	23.15	0			
NOV - Amelia	NOV	3679539-02		Rack No. 2-336.	9 5/8" 53.50# HCP-110 TENARIS SEAMLESS PUP JOINTS, API 8RD LONG THREAD	FW141502	EI-187 #2	EA	NEW		1	23.15	0			
NOV - Amelia	NOV	3675138-01		Rack No. E028.	7" 32.00# P-110 IC TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW141004	S.S.193 A6 ST#5 OCSG-19917	EA	NEW		3	138.25	0			
NOV - Amelia	NOV	3675138-02		Rack No. E028.	7" 32.00# HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW141004	S.S.193 A6 ST#5 OCSG-19917	EA	NEW		21	991.6	0			
NOV - Amelia	NOV	3673667-02		Rack No. B021.	7" 32.00# HCP-110 TENARIS-ALGOMA SEAMLESS CASING, API 8RD LONG THREAD	FW141511	E. CAMERON 172 #2 OCSG 17858	EA	NEW		10	473.1	0			
NOV - Amelia	NOV	3673667-01		Rack No. B021.	7" 32.00# HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW141511	E. CAMERON 172 #2 OCSG 17858	EA	NEW		16	752.05	0			
NOV - Amelia	NOV	3669409-01		Rack No. B024.	10 3/4" 45.50# HCN-80 TPCO SEAMLESS CASING, BUTTRESS THREAD	SA-14-0006-DH	MP 153 B-3 OCSG-1967	EA	NEW		9	402.55	0			
NOV - Amelia	NOV	3669409-01		Rack No. EP16.	10 3/4" 45.50# HCN-80 TPCO SEAMLESS CASING, BUTTRESS THREAD	SA-14-0006-DH	MP 153 B-3 OCSG-1967	EA	NEW		1	46.5	0			
NOV - Amelia	NOV	3669409-01		Rack No. B024.	10 3/4" 45.50# HCN-80 TPCO SEAMLESS CASING, BUTTRESS THREAD	SA-14-0006-DH	MP 153 B-3 OCSG-1967	EA	NEW		4	179.3	0			
NOV - Amelia	NOV	3669375-01		Rack No. MIT02.	6" X 4 1/2" 30.38# 15.50# (45.88#) HP113CR115(I) JFE SEAMLESS VIT, VAM DRS NA THREAD		DANTZLER WELLS	EA	USED		1	39.6	0			
NOV - Amelia	NOV	3652486-02		Rack No. B040.	5" 18.00# P-110 EC V&M SEAMLESS CASING, TSH 513 THREAD	SG-13-0001-CC	MP 302 B-19	EA	NEW		5	226.1	0			
NOV - Amelia	NOV	3651026-02		Rack No. E044.	13 3/8" 72.00# HCP-110 TENARIS SEAMLESS CASING, BUTTRESS THREAD	FW141002	EI 187 #2 OCSG 10736	EA	NEW		1	42.65	0			
NOV - Amelia	NOV	3651026-01		Rack No. E044.	13 3/8" 72.00# HCP-110 U S STEEL SEAMLESS CASING, BUTTRESS THREAD	FW141002	EI 187 #2 OCSG 10736	EA	NEW		1	38.1	0			
NOV - Amelia	NOV	3648959-05		Rack No. E016.	9 5/8" 53.50# HCP-110 TENARIS SEAMLESS CASING, TSH 523 THREAD	SA-13-0031-DC	HIGH ISL A596 D-6 S/T	EA	NEW		2	96.7	0			
NOV - Amelia	NOV	3648959-06		Rack No. E016.	9 5/8" 53.50# HCP-110 TENARIS SEAMLESS CASING, TSH 523 THREAD	SA-13-0031-DC	HIGH ISL A596 D-6 S/T	EA	NEW		1	51	0			
NOV - Amelia	NOV	3648959-05		Rack No. E016.	9 5/8" 53.50# HCP-110 TENARIS SEAMLESS CASING, TSH 523 THREAD	SA-13-0031-DC	HIGH ISL A596 D-6 S/T	EA	NEW		6	292.35	0			
NOV - Amelia	NOV	3648959-07		Rack No. E016.	9 5/8" 53.50# HCP-110 TENARIS SEAMLESS CASING, TSH 523 THREAD	SA-13-0031-DC	HIGH ISL A596 D-6 S/T	EA	NEW		1	48.6	0			
NOV - Amelia	NOV	3648959-12		Rack No. EP19.	9 5/8" 53.50# HCP-110 TAMSA SEAMLESS PUP JOINTS, TSH 513 THREAD	SA-13-0031-DC	HIGH ISL A596 D-6 S/T	EA	NEW		1	23.1	0			
NOV - Amelia	NOV	3648910-02		Rack No. WKRK02.	5 1/2" 23.00# 13 CR-95 JFE SEAMLESS CASING, BTS-6 THREAD		GC 40 #1	EA	USED		1	39.75	0			
NOV - Amelia	NOV	3648910-02		Rack No. WKRK02.	5 1/2" 23.00# 13 CR-95 JFE SEAMLESS CASING, BTS-6 THREAD		GC 40 #1	EA	USED		1	39.8	0			
NOV - Amelia	NOV	3643733-01		Rack No. WKRK02.	OTHER, THREAD	142412	BIG BEND M.C. 698 #1	EA	USED		1	0	0			
NOV - Amelia	NOV	3643733-01		Rack No. WKRK02.	OTHER, THREAD	142412	BIG BEND M.C. 698 #1	EA	USED		10	0	0			
NOV - Amelia	NOV	3643733-03		Rack No. E017.	5 1/2" 23.00# 13 CR-95 JFE SEAMLESS CASING, BTS-6 THREAD	142412	BIG BEND M.C. 698 #1	EA	NEW		8	316.45	0			
NOV - Amelia	NOV	3643149-01		Rack No. EP22.	11 3/4" 65.00# HCP-110 U S STEEL SEAMLESS CASING, HYD 513 THREAD	SA-13-0031-DH	HI A595 D-6 ST-2 OCSG-2722	EA	NEW		15	620.45	0			
NOV - Amelia	NOV	3643149-01		Rack No. EP22.	11 3/4" 65.00# HCP-110 U S STEEL SEAMLESS CASING, HYD 513 THREAD	SA-13-0031-DH	HI A595 D-6 ST-2 OCSG-2722	EA	NEW		1	40.3	0			

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
NOV - Amelia	NOV	3643149-02		Rack No. EP17.	11 3/4" 65.00# HCP-110 U S STEEL SEAMLESS PUP JOINTS, HYD 513 THREAD	SA-13-0031-DH	HI A595 D-6 ST-2 OC5G-2722	EA	NEW		1	5.3	0			
NOV - Amelia	NOV	3643149-03		Rack No. EP22.	11 3/4" 65.00# HCP-110 JFE SEAMLESS CASING, HYD 513 THREAD	SA-13-0031-DH	HI A595 D-6 ST-2 OC5G-2722	EA	NEW		1	42.9	0			
NOV - Amelia	NOV	3643149-01		Rack No. EP22.	11 3/4" 65.00# HCP-110 U S STEEL SEAMLESS CASING, HYD 513 THREAD	SA-13-0031-DH	HI A595 D-6 ST-2 OC5G-2722	EA	NEW		2	81.65	0			
NOV - Amelia	NOV	3643149-02		Rack No. EP17.	11 3/4" 65.00# HCP-110 U S STEEL SEAMLESS PUP JOINTS, HYD 513 THREAD	SA-13-0031-DH	HI A595 D-6 ST-2 OC5G-2722	EA	NEW		1	10.3	0			
NOV - Amelia	NOV	3641841-01		Rack No. EP18.	9 5/8" 53.50# HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD	SG-13-0001-DH	MP 302 B-19	EA	NEW		1	46	0			
NOV - Amelia	NOV	3641817-01		Rack No. EP16.	9 5/8" 53.30# HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD	SA-14-0001-DH	MP 295 #3	EA	NEW		1	46.1	0			
NOV - Amelia	NOV	3641146-01		Rack No. EP16.	9 5/8" 53.50# HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD	SA-13-0045-DH	VR 262 A-6 ST-1	EA	NEW		1	46.95	0			
NOV - Amelia	NOV	3634794-01		Rack No. B061.	13 3/8" 68.00# J-55 HYUNDAL ERW CASING, BUTTRESS THREAD	SA-14-0001-DH	MP 295 #3	EA	NEW		9	407.65	0			
NOV - Amelia	NOV	3634794-03		Rack No. B501-B.	13 3/8" 68.00# J-55 HYUNDAL ERW PUP JOINTS, BUTTRESS THREAD	SA-14-0001-DH	MP 295 #3	EA	NEW		2	43.25	0			
NOV - Amelia	NOV	3634794-01		Rack No. B501.	13 3/8" 68.00# J-55 HYUNDAL ERW CASING, BUTTRESS THREAD	SA-14-0001-DH	MP 295 #3	EA	NEW		2	88.9	0			
NOV - Amelia	NOV	3634794-01		Rack No. B501.	13 3/8" 68.00# J-55 HYUNDAL ERW CASING, BUTTRESS THREAD	SA-14-0001-DH	MP 295 #3	EA	NEW		1	45.5	0			
NOV - Amelia	NOV	3632545-01		Rack No. B069-B.	20" 106.50# J-55 MANNESMANN SEAMLESS CASING, BUTTRESS THREAD	SA-14-0001-DH	MP 295 #3	EA	NEW		1	43.2	0			
NOV - Amelia	NOV	3632196-01		Rack No. B069-B.	20" 106.50# J-55 SALZGITTER ERW CASING, BUTTRESS THREAD	SA-14-0001-DH	MP 295 #3 OC5G-32263	EA	NEW		3	130.3	0			
NOV - Amelia	NOV	3631381-01		Rack No. E028.	7" 29.00# HCP-110 TPCO SEAMLESS CASING, API 8RD LONG THREAD	SA-14-0002-DC	M.P. 153 #B-10 ST3 OC5G-1966	EA	NEW		24	994.8	0			
NOV - Amelia	NOV	3631381-03		Rack No. 2-442.	7" 29.00# P-110 U S STEEL SEAMLESS PUP JOINTS, API 8RD LONG THREAD	SA-14-0002-DC	M.P. 153 #B-10 ST3 OC5G-1966	EA	NEW		1	23.07	0			
NOV - Amelia	NOV	3631311-01		Rack No. B057.	11 7/8" 71.80# Q-125 IC TAMSA SEAMLESS CASING, TSH 523 THREAD	SA-13-0003-DH	HIGH ISLAND A596 D9 ST2	EA	NEW		18	822.3794	0			
NOV - Amelia	NOV	3631280-02		Rack No. B501.	16" 94.81# Q-125 IC TENARIS SEAMLESS CASING, TSH 513 THREAD	SA-13-0003-DH	HIGH ISLAND A596 D9 ST2	EA	NEW		6	254.65	0			
NOV - Amelia	NOV	3631280-01		Rack No. B501.	16" 94.81# HCQ-125 U S STEEL SEAMLESS CASING, TSH 513 THREAD	SA-13-0003-DH	HIGH ISLAND A596 D9 ST2	EA	NEW		1	36.35	0			
NOV - Amelia	NOV	3631280-01		Rack No. B501.	16" 94.81# HCQ-125 U S STEEL SEAMLESS CASING, TSH 513 THREAD	SA-13-0003-DH	HIGH ISLAND A596 D9 ST2	EA	NEW		4	164.1	0			
NOV - Amelia	NOV	3631274-01		Rack No. B501.	16" 97.00# HCN-80 V&M SEAMLESS CASING, BUTTRESS THREAD	SA-13-0003-DH	HIGH ISLAND A596 D9 ST#2	EA	NEW		1	41.95	0			
NOV - Amelia	NOV	3631274-01		Rack No. B501.	16" 97.00# HCN-80 V&M SEAMLESS CASING, BUTTRESS THREAD	SA-13-0003-DH	HIGH ISLAND A596 D9 ST#2	EA	NEW		2	90.85	0			
NOV - Amelia	NOV	3631274-01		Rack No. B501.	16" 97.00# HCN-80 V&M SEAMLESS CASING, BUTTRESS THREAD	SA-13-0003-DH	HIGH ISLAND A596 D9 ST#2	EA	NEW		1	44.5	0			
NOV - Amelia	NOV	3631274-02		Rack No. B501.	16" 97.00# HCN-80 U S STEEL SEAMLESS CASING, BUTTRESS THREAD	SA-13-0003-DH	HIGH ISLAND A596 D9 ST#2	EA	NEW		1	38.75	0			
NOV - Amelia	NOV	3627781-01		Rack No. E045.	13 3/8" 72.00# HCP-110 U S STEEL SEAMLESS CASING, SLX THREAD	SA-13-0031-DH	HI A595 D-6	EA	NEW		2	81.55	0			
NOV - Amelia	NOV	3627781-01		Rack No. B501.	13 3/8" 72.00# HCP-110 U S STEEL SEAMLESS CASING, SLX THREAD	SA-13-0031-DH	HI A595 D-6	EA	NEW		1	40.8	0			
NOV - Amelia	NOV	3627781-01		Rack No. BP-15.	13 3/8" 72.00# HCP-110 U S STEEL SEAMLESS CASING, SLX THREAD	SA-13-0031-DH	HI A595 D-6	EA	NEW		10	407.75	0			
NOV - Amelia	NOV	3627781-01		Rack No. B501.	13 3/8" 72.00# HCP-110 U S STEEL SEAMLESS CASING, SLX THREAD	SA-13-0031-DH	HI A595 D-6	EA	NEW		6	255.1	0			
NOV - Amelia	NOV	3620413-04		Rack No. E077.	7" 29.00# P-110 U S STEEL SEAMLESS PUP JOINTS, API 8RD LONG THREAD	SA-14-0002-DC	MAIN PASS 153 #B- 10 ST#3 OC5G 1966	EA	NEW		1	23	0			
NOV - Amelia	NOV	3620015-01		Rack No. EP12.	16" 97.00# Q125 HP U S STEEL SEAMLESS CASING, BUTTRESS THREAD	SA-13-0031-DH	HI A595 D-6 MAIN PASS 153 B-10 ST#3 OC5G 1966	EA	NEW		22	908.5	0			
NOV - Amelia	NOV	3619168-03		Rack No. 2-442.	7" 29.00# HCP-110 TENARIS SEAMLESS PUP JOINTS, API 8RD LONG THREAD	SA-14-0002-DC	ST#3 OC5G 1966	EA	NEW		1	21.8	0			
NOV - Amelia	NOV	3616810-01		Rack No. B040.	4 1/2" 18.97# Q-125 HCE VOEST ALP SEAMLESS CASING, SLJIII THREAD	SA-13-0024-DH	EI 136 JA-4	EA	NEW		8	324.3	0			
NOV - Amelia	NOV	3615844-01		Rack No. EP12.	13 3/8" 72.00# HCP-110 V&M SEAMLESS CASING, HYD 513 THREAD	SA-13-0040-DH	WC 210 #1	EA	NEW		6	252.1	0			
NOV - Amelia	NOV	3615844-01		Rack No. E077.	13 3/8" 72.00# HCP-110 V&M SEAMLESS CASING, HYD 513 THREAD	SA-13-0040-DH	WC 210 #1	EA	NEW		5	209.55	0			
NOV - Amelia	NOV	3614854-03		Rack No. H053.	7" 26.00# HCP-110 VOEST ALP SEAMLESS CASING, API 8RD LONG THREAD	SA-13-0044-DH	EI 330 D-8 ST-2	EA	NEW		2	83.6	0			
NOV - Amelia	NOV	3614854-02		Rack No. H053.	7" 26.00# P-110 EC V&M SEAMLESS CASING, API 8RD LONG THREAD	SA-13-0044-DH	EI 330 D-8 ST-2	EA	NEW		6	270.05	0			
NOV - Amelia	NOV	3614854-03		Rack No. H053.	7" 26.00# HCP-110 VOEST ALP SEAMLESS CASING, API 8RD LONG THREAD	SA-13-0044-DH	EI 330 D-8 ST-2	EA	NEW		2	83.8	0			
NOV - Amelia	NOV	3614854-04		Rack No. H053.	7" 26.00# HCP-110 SUMITOMO SEAMLESS CASING, API 8RD LONG THREAD	SA-13-0044-DH	EI 330 D-8 ST-2	EA	NEW		1	40	0			
NOV - Amelia	NOV	3614854-02		Rack No. H053.	7" 26.00# P-110 EC V&M SEAMLESS CASING, API 8RD LONG THREAD	SA-13-0044-DH	EI 330 D-8 ST-2	EA	NEW		26	1165.7226	0			
NOV - Amelia	NOV	3614751-01		Rack No. B069-B.	20" 169.00# X-56 JFE ERW CASING, BUTTRESS THREAD	SA-13-0031-DH	HI 596 D-6 OC5G-2722	EA	NEW		10	444.85	0			
NOV - Amelia	NOV	3612120-02		Rack No. EP25.	11 7/8" 71.80# Q-125 IC TENARIS SEAMLESS CASING, TSH 523 THREAD	SA-12-0003-DH	MAIN PASS 295 #1 OC5G 32263	EA	NEW		2	91.9	0			
NOV - Amelia	NOV	3612120-01		Rack No. MOC1.	11 7/8" 71.80# Q-125 IC TAMSA SEAMLESS CASING, TSH 523 THREAD	SA-12-0003-DH	MAIN PASS 295 #1 OC5G 32263	EA	NEW		3	137.3	0			
NOV - Amelia	NOV	3612120-01		Rack No. MOC1.	11 7/8" 71.80# Q-125 IC TAMSA SEAMLESS CASING, TSH 523 THREAD	SA-12-0003-DH	MAIN PASS 295 #1 OC5G 32263	EA	NEW		10	457.85	0			
NOV - Amelia	NOV	3612120-01		Rack No. MOC1.	11 7/8" 71.80# Q-125 IC TAMSA SEAMLESS CASING, TSH 523 THREAD	SA-12-0003-DH	MAIN PASS 295 #1 OC5G 32263	EA	NEW		17	777.3	0			
NOV - Amelia	NOV	3612106-01		Rack No. EQ09.	9 7/8" 61.80# Q-125 IC TAMSA SEAMLESS CASING, TSH 513 THREAD	SA-12-0003-DH	MAIN PASS 295 #1 OC5G 32263	EA	NEW		2	93.95	0			
NOV - Amelia	NOV	3612106-01		Rack No. EQ08.	9 7/8" 61.80# Q-125 IC TAMSA SEAMLESS CASING, TSH 513 THREAD	SA-12-0003-DH	MAIN PASS 295 #1 OC5G 32263	EA	NEW		1	47.5	0			
NOV - Amelia	NOV	3612106-01		Rack No. EQ08.	9 7/8" 61.80# Q-125 IC TAMSA SEAMLESS CASING, TSH 513 THREAD	SA-12-0003-DH	MAIN PASS 295 #1 OC5G 32263	EA	NEW		6	281.85	0			
NOV - Amelia	NOV	3612047-01		Rack No. EP25.	9 7/8" 62.80# P-110 TAMSA SEAMLESS CASING, HYD 513 THREAD	SA-12-0003-DH	MAIN PASS 295 #1 OC5G 32263	EA	NEW		1	46.45	0			
NOV - Amelia	NOV	3612039-01		Rack No. EP17.	9 7/8" 62.80# Q-125 TAMSA SEAMLESS CASING, HYD 523 THREAD	SA-12-0003-DH	MAIN PASS 295 #1 OC5G 32263	EA	NEW		1	45.3333	0			
NOV - Amelia	NOV	3612039-01		Rack No. EP18.	9 7/8" 62.80# Q-125 TAMSA SEAMLESS CASING, HYD 523 THREAD	SA-12-0003-DH	MAIN PASS 295 #1 OC5G 32263	EA	NEW		2	90.67	0			
NOV - Amelia	NOV	3610913-01		Rack No. EP16.	13 3/8" 70.67# P-110 U S STEEL SEAMLESS CASING, SLX THREAD	PENDING	VERMILLION 262 A-6 ST1 OC5G 34257	EA	NEW		2	83	0			
NOV - Amelia	NOV	3610913-01		Rack No. EP16.	13 3/8" 70.67# P-110 U S STEEL SEAMLESS CASING, SLX THREAD	PENDING	VERMILLION 262 A-6 ST1 OC5G 34257	EA	NEW		3	119.75	0			
NOV - Amelia	NOV	3610856-02		Rack No. EP16.	13 3/8" 72.00# HCP-110 TAMSA SEAMLESS CASING, BUTTRESS THREAD	PENDING	VERMILLION 262 A6 ST1 OC5G 34257	EA	NEW		1	45.9	0			
NOV - Amelia	NOV	3610856-01		Rack No. EP16.	13 3/8" 72.00# HCP-110 V&M SEAMLESS CASING, HYD 513 THREAD	PENDING	VERMILLION 262 A6 ST1 OC5G 34257	EA	NEW		3	125.3	0			
NOV - Amelia	NOV	3610856-01		Rack No. EP16.	13 3/8" 72.00# HCP-110 V&M SEAMLESS CASING, HYD 513 THREAD	PENDING	VERMILLION 262 A6 ST1 OC5G 34257	EA	NEW		1	44.5	0			
NOV - Amelia	NOV	3610188-01		Rack No. EP22.	7" 42.70# Q-125-1 V&M SEAMLESS CASING, SLJIII THREAD	SA-12-0003-DC	MP 295 #1 OC5G: 32263	EA	NEW		1	38.9	0			
NOV - Amelia	NOV	3603237-01		Rack No. H053.	7" 26.00# P-110 EC V&M SEAMLESS CASING, API 8RD LONG THREAD	SA-13-0043-DC	EI 125 #R-1 OC5G: 51 GIBBSTOWN SWD #1	EA	NEW		2	90.2	0			
NOV - Amelia	NOV	3601342-01		Rack No. C159.	4 1/2" 15.50# L-80 JFE SEAMLESS TUBING, BTS-6PR THREAD	SA-13-4203		EA	NEW		12	379.4	0			
NOV - Amelia	NOV	3594307-01		Rack No. EP22.	7" 32.00# HCP-110 VOEST ALP SEAMLESS CASING, API 8RD LONG THREAD	SA-13-0002-CC	HI A596 D-2 ST-1	EA	NEW		9	362.1	0			

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W% Net Value
NOV - Amelia	NOV	3594287-01		Rack No. EP18.	9 5/8" 53.50# P-110 EC V&M SEAMLESS CASING, SLX THREAD	SA-13-0002-CC	HI A596 D-2 ST-1	EA	NEW		1	44.7	0		
NOV - Amelia	NOV	3594279-02		Rack No. 2-442.	13 3/8" 68.00# J-55 TENARIS ERW PUP JOINTS, BUTTRESS THREAD	SA-13-3477-DH	EI 330 D-8 ST	EA	NEW		2	41.85	0		
NOV - Amelia	NOV	3594279-01		Rack No. B061.	13 3/8" 68.00# J-55 NEXTEEL ERW CASING, BUTTRESS THREAD	SA-13-3477-DH	EI 330 D-8 ST	EA	NEW		6	271.95	0		
NOV - Amelia	NOV	3580472-03		Rack No. 13-303.	10 3/4" 45.50# J-55 TENARIS ERW CASING, BUTTRESS THREAD	SA-13-0026-DH	SS 91 #H2	EA	NEW		1	45.5	0		
NOV - Amelia	NOV	3580472-02		Rack No. 13-303.	10 3/4" 45.50# J-55 TENARIS ERW CASING, BUTTRESS THREAD	SA-13-0026-DH	SS 91 #H2	EA	NEW		1	45	0		
NOV - Amelia	NOV	3580447-03		Rack No. C002.	13 3/8" 68.00# J-55 TENARIS ERW CASING, BUTTRESS THREAD	SA-13-0038-DH	EI 330 D-1 ST1 OCSG: 2115	EA	NEW		1	43	0		
NOV - Amelia	NOV	3580447-04		Rack No. C002.	13 3/8" 68.00# J-55 TENARIS ERW CASING, BUTTRESS THREAD	SA-13-0038-DH	EI 330 D-1 ST1 OCSG: 2115	EA	NEW		1	42.12	0		
NOV - Amelia	NOV	3580432-02		Rack No. B024.	13 3/8" 68.00# J-55 HYUNDAI ERW CASING, BUTTRESS THREAD	INVENTORY		EA	NEW		2	90.38	0		
NOV - Amelia	NOV	3580262-01		Rack No. C42.	7" 40.00# V-150 U S STEEL SEAMLESS CASING, STL THREAD	SA-13-0024-DH	EI 136 JA-4	EA	NEW		1	47.35	0		
NOV - Amelia	NOV	3578347-03		Rack No. 12TP-07.	13 3/8" 68.00# HCQ-125 TENARIS SEAMLESS PUP JOINTS, BUTTRESS THREAD	SA-13-0011-DH	GI 32 #U-12 ST-1	EA	NEW		1	23.85	0		
NOV - Amelia	NOV	3576854-01		Rack No. EM05.	9 5/8" 53.50# HCQ-125 V&M SEAMLESS CASING, STL THREAD	SA-13-0024-DH	EI 136 #JA-4	EA	NEW		16	733.15	0		
NOV - Amelia	NOV	3575043-02		Rack No. 2-442.	7" 26.00# HCP-110 TPCO SEAMLESS PUP JOINTS, API 8RD LONG THREAD		APACHE INVENTORY #35005	EA	NEW		1	23	0		
NOV - Amelia	NOV	3574231-01		Rack No. EM05.	9 5/8" 53.50# HCQ-125 U S STEEL SEAMLESS CASING, STL THREAD	SA-13-0002-DH	HI A 596 D-2 ST1	EA	NEW		6	272.4	0		
NOV - Amelia	NOV	3574231-01		Rack No. EP18.	9 5/8" 53.50# HCQ-125 U S STEEL SEAMLESS CASING, STL THREAD	SA-13-0002-DH	HI A 596 D-2 ST1	EA	NEW		1	46.2	0		
NOV - Amelia	NOV	3574231-01		Rack No. EP18.	9 5/8" 53.50# HCQ-125 U S STEEL SEAMLESS CASING, STL THREAD	SA-13-0002-DH	HI A 596 D-2 ST1	EA	NEW		1	45.4	0		
NOV - Amelia	NOV	3574231-02		Rack No. EP18.	9 5/8" 53.50# HCQ-125 V&M SEAMLESS CASING, STL THREAD	SA-13-0002-DH	HI A 596 D-2 ST1	EA	NEW		1	43.85	0		
NOV - Amelia	NOV	3574231-01		Rack No. EP18.	9 5/8" 53.50# HCQ-125 U S STEEL SEAMLESS CASING, STL THREAD	SA-13-0002-DH	HI A 596 D-2 ST1	EA	NEW		1	38.8	0		
NOV - Amelia	NOV	3570002-01		Rack No. E009.	11 7/8" 71.80# Q-125 IC TENARIS SEAMLESS CASING, TSH 523 THREAD	SA-12-003-DH	MP 295 #1	EA	NEW		1	46.15	0		
NOV - Amelia	NOV	3563792-01		Rack No. E045.	11 3/4" 69.48# HCQ-125 U S STEEL SEAMLESS CASING, STL THREAD	SA-13-0002-DH	HI A 596 D-2 ST1	EA	NEW		13	549.5	0		
NOV - Amelia	NOV	3560733-01		Rack No. B028.	7 5/8" 33.70# HCP-110 TPCO SEAMLESS CASING, API 8RD LONG THREAD	INVENTORY		EA	NEW		36	1574.4927	0		
NOV - Amelia	NOV	3560733-01		Rack No. B028.	7 5/8" 33.70# HCP-110 TPCO SEAMLESS CASING, API 8RD LONG THREAD	INVENTORY		EA	NEW		19	832.63	0		
NOV - Amelia	NOV	3554493-01		Rack No. EP17.	13 5/8" 88.20# HCQ-125 V&M SEAMLESS CASING, SLX THREAD	SA-12-0003-DH	MP 295 #1	EA	NEW		4	178.85	0		
NOV - Amelia	NOV	3554493-01		Rack No. EP17.	13 5/8" 88.20# HCQ-125 V&M SEAMLESS CASING, SLX THREAD	SA-12-0003-DH	MP 295 #1	EA	NEW		1	45.3	0		
NOV - Amelia	NOV	3554493-01		Rack No. EP17.	13 5/8" 88.20# HCQ-125 V&M SEAMLESS CASING, SLX THREAD	SA-12-0003-DH	MP 295 #1	EA	NEW		2	87.4	0		
NOV - Amelia	NOV	3552709-01		Rack No. BP-15.	11 3/4" 69.48# HCQ-125 U S STEEL SEAMLESS CASING, STL THREAD	0002-DH / POW 45000		EA	NEW		12	505.9	0		
NOV - Amelia	NOV	3549135-01		Rack No. B070.	7" 32.00# P-110 IC TENARIS SEAMLESS CASING, API 8RD LONG THREAD	SA-13-0028-DC	SMI 48 E-4 ST-1	EA	NEW		15	692.3	0		
NOV - Amelia	NOV	3548409-01		Rack No. E040.	9 5/8" 53.50# HCQ-125 V&M STAR SEAMLESS CASING, STL THREAD	SA-13-0002-DH	HIGH ISL A-596 D-2 S/T	EA	NEW		21	902.2	0		
NOV - Amelia	NOV	3546740-01		Rack No. EP25.	13 3/8" 68.00# NT-80 SEAMLESS CASING, GB BUTTRESS THREAD	SA-12-3357	HI 596 D-2	EA	NEW		1	42.5	0		
NOV - Amelia	NOV	3539819-01		Rack No. EP12.	13 3/8" 68.00# J-55 HYUNDAI ERW CASING, BUTTRESS THREAD	SA-13-0017-DH	EI 330 D-5 ST-1	EA	NEW		3	132.24	0		
NOV - Amelia	NOV	3539819-01		Rack No. EP12.	13 3/8" 68.00# J-55 HYUNDAI ERW CASING, BUTTRESS THREAD	SA-13-0017-DH	EI 330 D-5 ST-1	EA	NEW		1	43	0		
NOV - Amelia	NOV	3536855-03		Rack No. B050.	5" 18.00# HCP-110 TMK SEAMLESS CASING, STD THREAD	SA-13-0033-CC	EI 125 A-3	EA	NEW		1	41.45	0		
NOV - Amelia	NOV	3536855-01		Rack No. B050.	5" 18.00# HCP-110 BENTLER SEAMLESS CASING, STL THREAD	SA-13-0033-CC	EI 125 A-3	EA	NEW		4	167.4	0		
NOV - Amelia	NOV	3532107-01		Rack No. EP16.	16" 94.81# Q-125 IC TENARIS SEAMLESS CASING, TSH 513 THREAD	SA-12-0003-DH	M.P. 295 #1	EA	NEW		1	43.5	0		
NOV - Amelia	NOV	3532107-01		Rack No. EP17.	16" 94.81# Q-125 IC TENARIS SEAMLESS CASING, TSH 513 THREAD	SA-12-0003-DH	M.P. 295 #1	EA	NEW		1	43.32	0		
NOV - Amelia	NOV	3532107-01		Rack No. EP16.	16" 94.81# Q-125 IC TENARIS SEAMLESS CASING, TSH 513 THREAD	SA-12-0003-DH	M.P. 295 #1	EA	NEW		4	173.28	0		
NOV - Amelia	NOV	3532107-02		Rack No. EP17.	16" 94.81# HCQ-125 U S STEEL SEAMLESS CASING, TSH 513 THREAD	SA-12-0003-DH	M.P. 295 #1	EA	NEW		3	123.6	0		
NOV - Amelia	NOV	3524708-01		Rack No. EM05.	9 5/8" 52.90# HCQ-125 U S STEEL SEAMLESS CASING, STL THREAD	SA-13-0024-DH	EUGENE ISL 136 JA-4	EA	NEW		20	881.9565	0		
NOV - Amelia	NOV	3523871-08		Rack No. D012.	OTHER, THREAD	5959	WC 130 #2	EA	UNKNOWN		1	0			
NOV - Amelia	NOV	3523871-09		Rack No. D012.	OTHER, THREAD	5959	WC 130 #2	EA	UNKNOWN		1	0			
NOV - Amelia	NOV	3522528-03		Rack No. 2-442.	7 5/8" 29.70# HCP-110 TPCO SEAMLESS PUP JOINTS, API 8RD LONG THREAD	SA-13-0008-DC	WD 90 #F-8	EA	NEW		1	22.36	0		
NOV - Amelia	NOV	3522355-03		Rack No. EN08.	5" 18.00# HCP-110 TMK SEAMLESS PUP JOINTS, STL THREAD	SA-13-0033-DC	EUGENE ISL 125 #A-2 S/T	EA	NEW		1	21	0		
NOV - Amelia	NOV	3522335-02		Rack No. B050.	5" 18.00# P-110 U S STEEL SEAMLESS CASING, HYD 513 THREAD	SA-13-0033-DC	EUGENE ISL 125 #A-3 S/T	EA	NEW		3	141.3	0		
NOV - Amelia	NOV	3522335-01		Rack No. B050.	5" 18.00# P-110 ALGOMA SEAMLESS CASING, HYD 513 THREAD	SA-13-0033-DC	EUGENE ISL 125 #A-3 S/T	EA	NEW		3	130.5	0		
NOV - Amelia	NOV	3522335-01		Rack No. B063.	5" 18.00# P-110 ALGOMA SEAMLESS CASING, HYD 513 THREAD	SA-13-0033-DC	EUGENE ISL 125 #A-3 S/T	EA	NEW		12	522	0		
NOV - Amelia	NOV	3522335-03		Rack No. B050.	5" 18.00# P-110 TENARIS SEAMLESS CASING, HYD 513 THREAD	SA-13-0033-DC	EUGENE ISL 125 #A-3 S/T	EA	NEW		1	45.5	0		
NOV - Amelia	NOV	3521926-01		Rack No. 13-WK01.	9 5/8" 53.50# HCQ-125 V&M SEAMLESS CASING, STL THREAD	SA-13-0024-DH	EI 136 #JA-4	EA	NEW		1	48.34	0		
NOV - Amelia	NOV	3520312-02		Rack No. 13-303.	10 3/4" 45.50# J-55 CORINTH ERW CASING, BUTTRESS THREAD	SA-13-0006-DH	E.I. 126 #A-6	EA	NEW		1	42.1	0		
NOV - Amelia	NOV	3519531-02		Rack No. EP22.	11 3/4" 65.00# HCP-110 U S STEEL SEAMLESS CASING, HYD 513 THREAD	SA-13-0031-DH	HIGH ISL A-596 D-6 S/T	EA	NEW		1	43	0		
NOV - Amelia	NOV	3519531-03		Rack No. EP22.	11 3/4" 65.00# HCP-110 U S STEEL SEAMLESS CASING, HYD 513 THREAD	SA-13-0031-DH	HIGH ISL A-596 D-6 S/T	EA	NEW		1	42.5	0		
NOV - Amelia	NOV	3519531-05		Rack No. EP22.	11 3/4" 65.00# HCP-110 U S STEEL SEAMLESS CASING, HYD 513 THREAD	SA-13-0031-DH	HIGH ISL A-596 D-6 S/T	EA	NEW		3	122.85	0		
NOV - Amelia	NOV	3519428-01		Rack No. EQ10.	9 5/8" 53.50# P-110 EC V&M STAR SEAMLESS CASING, HYD 523 THREAD	SA-13-0031-DC	HIGH ISLAND A-596 #D-6 S/T	EA	NEW		1	46.2	0		
NOV - Amelia	NOV	3519428-01		Rack No. EQ10.	9 5/8" 53.50# P-110 EC V&M STAR SEAMLESS CASING, HYD 523 THREAD	SA-13-0031-DC	HIGH ISLAND A-596 #D-6 S/T	EA	NEW		1	45.65	0		
NOV - Amelia	NOV	3519428-03		Rack No. EQ10.	9 5/8" 53.50# HCP-110 U S STEEL SEAMLESS CASING, HYD 523 THREAD	SA-13-0031-DC	HIGH ISLAND A-596 #D-6 S/T	EA	NEW		1	47.15	0		
NOV - Amelia	NOV	3519428-03		Rack No. EQ10.	9 5/8" 53.50# HCP-110 U S STEEL SEAMLESS CASING, HYD 523 THREAD	SA-13-0031-DC	HIGH ISLAND A-596 #D-6 S/T	EA	NEW		2	91.7333	0		
NOV - Amelia	NOV	3519428-04		Rack No. EQ10.	9 5/8" 53.50# P-110 EC V&M STAR SEAMLESS CASING, HYD 523 THREAD	SA-13-0031-DC	HIGH ISLAND A-596 #D-6 S/T	EA	NEW		4	179	0		
NOV - Amelia	NOV	3519428-01		Rack No. EQ10.	9 5/8" 53.50# P-110 EC V&M STAR SEAMLESS CASING, HYD 523 THREAD	SA-13-0031-DC	HIGH ISLAND A-596 #D-6 S/T	EA	NEW		3	133.2	0		
NOV - Amelia	NOV	3519428-01		Rack No. EQ10.	9 5/8" 53.50# P-110 EC V&M STAR SEAMLESS CASING, HYD 523 THREAD	SA-13-0031-DC	HIGH ISLAND A-596 #D-6 S/T	EA	NEW		35	1577.7083	0		
NOV - Amelia	NOV	3519428-02		Rack No. EQ10.	9 5/8" 53.50# HCP-110 TENARIS SEAMLESS CASING, TSH 523 THREAD	SA-13-0031-DC	HIGH ISLAND A-596 #D-6 S/T	EA	NEW		2	87.95	0		
NOV - Amelia	NOV	3508865-01		Rack No. EP12.	20" 94.00# J-55 NIPPON ERW CASING, BUTTRESS THREAD	SA-13-0024-DH	EI 136 J-4	EA	NEW		3	131.15	0		
NOV - Amelia	NOV	3506358-03		Rack No. 2-442.	13 3/8" 68.00# J-55 TENARIS ERW PUP JOINTS, BUTTRESS THREAD	SA-13-0020-DH	EI 330 D-3 S/T 2 OCSG: 2115	EA	NEW		1	21.645	0		
NOV - Amelia	NOV	3501929-04		Rack No. 2-442.	7 5/8" 29.70# HCP-110 SEAMLESS PUP JOINTS, API 8RD LONG THREAD	SA-13-0008-DH	OCSG 1089	EA	NEW		1	22.3	0		
NOV - Amelia	NOV	3498770-01		Rack No. B063.	9 5/8" 53.50# HCQ-125 V&M SEAMLESS CASING, SLJH1 THREAD	SA-13-0004-DH	VR 78 A-3 ST-2	EA	NEW		6	281.4	0		
NOV - Amelia	NOV	3493053-03		Rack No. 2-336.	13 3/8" 68.00# J-55 NEXTEEL ERW PUP JOINTS, BUTTRESS THREAD	SG-12-0054-DH	GI 32 GG #2 ST 1	EA	NEW		1	21.7	0		
NOV - Amelia	NOV	3464088-01		Rack No. EQ19.	20" 94.00# J-55 NIPPON ERW CASING, BUTTRESS THREAD	PENDING	EUGENE ISL 136 JA-4	EA	NEW		4	176.79	0		
NOV - Amelia	NOV	3450383-01		Rack No. B021.	9 5/8" 53.50# HCQ-125 V&M SEAMLESS CASING, API 8RD LONG THREAD	SA-12-0036-DH	G.I. 54 #A-1 ST1 BP1	EA	NEW		16	726.9	0		
NOV - Amelia	NOV	3442458-01		Rack No. H053.	7 5/8" 33.70# HCP-110 TPCO SEAMLESS CASING, API 8RD LONG THREAD	SA-12-0029-DC	E.I. 120 #19 ST 2 OCSG-00050	EA	NEW		18	797.6	0		



Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
NOV - Amelia	NOV	3442458-01		Rack No. H053.	7 5/8" 33.70# HCP-110 TPCO SEAMLESS CASING, API 8RD LONG THREAD	SA-12-0029-DC	E.I. 120 #19 ST 2 OCSG-00050	EA	NEW		2	83.5		0		
NOV - Amelia	NOV	3426020-01		Rack No. E031.	7 5/8" 33.70# HCP-110 TPCO SEAMLESS CASING, API 8RD LONG THREAD	SA-12-0046-DC	SHIP SHOAL 193 A7 ST2	EA	NEW		26	1156.1333		0		
NOV - Amelia	NOV	3426020-01		Rack No. E031.	7 5/8" 33.70# HCP-110 TPCO SEAMLESS CASING, API 8RD LONG THREAD	SA-12-0046-DC	SHIP SHOAL 193 A7 ST2	EA	NEW		56	2490		0		
NOV - Amelia	NOV	3384042-01		Rack No. EP17.	9 5/8" 52.85# HCQ-125 TENARIS-TAMSA SEAMLESS CASING, SLX THREAD	SA-12-0008-DH	E.I. 118 B#1 ST1 OCSG-15242	EA	NEW		1	38.45		0		
NOV - Amelia	NOV	3384042-01		Rack No. EP17.	9 5/8" 52.85# HCQ-125 TENARIS-TAMSA SEAMLESS CASING, SLX THREAD	SA-12-0008-DH	E.I. 118 B#1 ST1 OCSG-15242	EA	NEW		1	45.45		0		
NOV - Amelia	NOV	3368529-01		Rack No. EQ09.	10 3/4" 60.70# JFE-110T JFE SEAMLESS CASING, HYD 513 THREAD	SA-11-0010-DH	MOBILE BAY 830 #2	EA	NEW		1	41.85		0		
NOV - Amelia	NOV	3368529-01		Rack No. EQ09.	10 3/4" 60.70# JFE-110T JFE SEAMLESS CASING, HYD 513 THREAD	SA-11-0010-DH	MOBILE BAY 830 #2	EA	NEW		4	168.6		0		
NOV - Amelia	NOV	3364720-02		Rack No. B028.	4 1/2" 15.00# HCP-110 VOSTER ALP SEAMLESS TUBING, ULTRA SF THREAD	SA-11-0042-DC	S.S. 189 A#10 OCSG-04232	EA	NEW		17	710		0		
NOV - Amelia	NOV	3364720-08		Rack No. C242.	7" 38.00# HCQ-125 TCA SEAMLESS CASING, VAM TOP THREAD	SA-11-0042-DC	S.S. 189 A#10 OCSG-04232	EA	NEW		4	161.95		0		
NOV - Amelia	NOV	3364720-01		Rack No. C242.	7" 38.00# P-110 TCA SEAMLESS CASING, VAM TOP THREAD	SA-11-0042-DC	OCSG-04232	EA	NEW		8	360.9		0		
NOV - Amelia	NOV	3362473-03		Rack No. EQ09.	9 5/8" 53.50# HCP-110 TENARIS SEAMLESS CASING, HYD 513 THREAD	SA-12-0002-DH	M.P. 8 #1 SLF 20549 GI 116 #4-7 OCSG:	EA	NEW		1	46.65		0		
NOV - Amelia	NOV	3346038-01		Rack No. B024.	5 1/2" 26.00# Q-125 V&M STAR SEAMLESS CASING, SLUI11 THREAD	SA-11-0001-DC	13944	EA	NEW		18	820.9		0		
NOV - Amelia	NOV	3345139-01		Rack No. B501.	13 5/8" 88.20# JFE-125T JFE SEAMLESS CASING, GB CDE BUTTRESS THREAD	SA-11-0010-DH	MOBILE BAY 830 #2	EA	NEW		1	42.5		0		
NOV - Amelia	NOV	3345139-01		Rack No. B501.	13 5/8" 88.20# JFE-125T JFE SEAMLESS CASING, GB CDE BUTTRESS THREAD	SA-11-0010-DH	MOBILE BAY 830 #2	EA	NEW		1	43.15		0		
NOV - Amelia	NOV	3338902-01		Rack No. B040.	7" 32.00# Q-125 TCA SEAMLESS CASING, TC-II THREAD	SA-11-0067-DC	M.P. 59 I-2	EA	NEW		6	259.25		0		
NOV - Amelia	NOV	3325749-01		Rack No. MOC1.	11 7/8" 71.80# HCQ-125 U S STEEL ERW CASING, BUTTRESS THREAD	SA-11-0042-DH	S.S. 189 A-10 OCSG: 04232	EA	NEW		1	42.95		0		
NOV - Amelia	NOV	3325749-01		Rack No. E060.	11 7/8" 71.80# HCQ-125 U S STEEL ERW CASING, BUTTRESS THREAD	SA-11-0042-DH	S.S. 189 A-10 OCSG: 04232	EA	NEW		20	853.305		0		
NOV - Amelia	NOV	3325081-01		Rack No. EQ09.	9 5/8" 52.85# HCQ-125 TENARIS-TAMSA SEAMLESS CASING, SLX THREAD	SA-11-0044-DH	W.C. 110 #10 ST	EA	NEW		2	92.45		0		
NOV - Amelia	NOV	3322300-01		Rack No. E060.	11 7/8" 71.80# HCQ-125 TENARIS SEAMLESS CASING, SLX THREAD	SA-11-0067-DH	W.C. 110 #10 ST1 106	EA	NEW		1	40.45		0		
NOV - Amelia	NOV	3316773-01		Rack No. EQ08.	11 3/4" 65.00# HCP-110 U S STEEL SEAMLESS CASING, HYD 513 THREAD	SA-11-0044-DH	MP 59 I-2	EA	NEW		4	178.5		0		
NOV - Amelia	NOV	3314254-01		Rack No. B0618.	20" 94.00# J-55 NIPPON ERW CASING, BUTTRESS THREAD	SA-11-0067-DH	OCSG-8467 #2	EA	NEW		8	379.1		0		
NOV - Amelia	NOV	3258554-01		Rack No. EP12.	20" 94.00# J-55 V&M ERW CASING, BUTTRESS THREAD	SA-11-0043-DH	OCSG-8467 #2	EA	NEW		1	21.4		0		
NOV - Amelia	NOV	3258554-02		Rack No. 2-336.	20" 94.00# K-55 U S STEEL SEAMLESS PUP JOINTS, BUTTRESS THREAD	SA-11-0043-DH	OCSG-8467 #2	EA	NEW		1	20.85		0		
NOV - Amelia	NOV	3258554-02		Rack No. 2-336.	20" 94.00# K-55 U S STEEL SEAMLESS PUP JOINTS, BUTTRESS THREAD	SA-11-0043-DH	OCSG-8467 #2	EA	NEW		2	39.85		0		
NOV - Amelia	NOV	3240441-02		Rack No. EQ08A.	20" 94.00# J-55 TIPO ERW PUP JOINTS, BUTTRESS THREAD	SA-11-0043-DH	W.D. 128 #D-12 OCSG: 10893	EA	NEW		2	87.5		0		
NOV - Amelia	NOV	3236135-02		Rack No. EQ19.	20" 133.00# X-56 HUSTELL ERW CASING, GB BUTTRESS THREAD	SA-11-0009-DH	W.D. 128 #D-12 OCSG: 10893	EA	NEW		11	478.85		0		
NOV - Amelia	NOV	3236135-01		Rack No. EQ19.	20" 133.00# X-56 HUSTELL ERW CASING, GB BUTTRESS THREAD	SA-11-0009-DH	W.D. 128 #D-12 OCSG: 10893	EA	NEW		11	478.85		0		
NOV - Amelia	NOV	3212533-01		Rack No. H053.	7" 29.00# P-110 EC SEAMLESS CASING, HYD 523 THREAD	GO-10-0014-DH	SP 88 D-8 ST1 BP1 OCSG-10894	EA	NEW		32	1379.95		0		
NOV - Sheldon North	NOV	7754361-06		Rack No. 20-0508.	13 5/8" 88.20# VM-125-HC VMB SEAMLESS CASING, SLUI11 THREAD	FW191019	MISSISSIPPI CANYON 519 #3	EA	NEW		7	280.92		0		
NOV - Sheldon North	NOV	7754361-03		Rack No. 20-0627.	13 5/8" 88.20# Q-125 HC U S STEEL SEAMLESS CASING, SLUI11 THREAD	FW191019	MISSISSIPPI CANYON 519 #3	EA	NEW		23	960.21		0		
NOV - Sheldon North	NOV	7754361-04		Rack No. 02-0511.	13 5/8" 88.20# Q-125 HC V&M TCA SEAMLESS CASING, SLUI11 THREAD	FW191019	MISSISSIPPI CANYON 519 #3	EA	NEW		18	743.48		0		
NOV - Sheldon North	NOV	7754361-05		Rack No. 20-0530.	13 5/8" 88.20# SM-125TT SUMITOMO SEAMLESS CASING, SLUI11 THREAD	FW191019	MISSISSIPPI CANYON 519 #3	EA	NEW		21	819.19		0		
NOV - Sheldon North	NOV	7754361-02		Rack No. 20-0508.	13 5/8" 88.20# Q-125-HP U S STEEL SEAMLESS CASING, SLUI11 THREAD	FW191019	MISSISSIPPI CANYON 519 #3	EA	NEW		7	306.76		0		
NOV - Sheldon North	NOV	7754361-01		Rack No. 20-0414.	13 5/8" 88.20# Q-125 VMG SEAMLESS CASING, SLUI11 THREAD	FW191019	MISSISSIPPI CANYON 519 #3	EA	NEW		48	2085.33		0		
NOV - Sheldon North	NOV	7722987-01		Rack No. 06-0704.	14" 116# Q-125ICY TENARIS TM SEAMLESS CASING, TSH 523 THREAD	AFE 191001	GREEN CANYON 40 #2	EA	NEW		31	1277.4807		0		
NOV - Sheldon North	NOV	7722987-01		Rack No. 06-0701.	14" 116# Q-125ICY TENARIS TM SEAMLESS CASING, TSH 523 THREAD	AFE 191001	GREEN CANYON 40 #2	EA	NEW		117	4823.6721		0		
NOV - Sheldon North	NOV	7708192-06		Rack No. 20-0724.	13 5/8" 88.20# Q125 HP USS SEAMLESS CASING, SLUI11 THREAD		BILL KO SUPPLY PO 10718	EA	NEW		10	440		0		
NOV - Sheldon North	NOV	7708192-07		Rack No. 20-0726.	13 5/8" 88.20# Q-125 HC USS SEAMLESS CASING, SLUI11 THREAD		BILL KO SUPPLY PO 10718	EA	NEW		9	396		0		
NOV - Sheldon North	NOV	7708192-05		Rack No. 20-0726.	13 5/8" 88.20# VM-125-HC VMB SEAMLESS CASING, SLUI11 THREAD		BILL KO SUPPLY PO 10718	EA	NEW		3	132		0		
NOV - Sheldon North	NOV	7708192-04		Rack No. 20-0723.	13 5/8" 88.20# Q-125 HC VALLOUREC & MANNESMANN SEAMLESS CASING, SLUI11 THREAD		BILL KO SUPPLY PO 10718	EA	NEW		2	88		0		
NOV - Sheldon North	NOV	7708192-03		Rack No. 20-0719.	13 5/8" 88.20# Q-125 HC TCA SEAMLESS CASING, SLUI11 THREAD		BILL KO SUPPLY PO 10718	EA	NEW		33	1452		0		
NOV - Sheldon North	NOV	7708192-02		Rack No. 20-0730.	13 5/8" 88.20# SM-1255 NSSMC SEAMLESS CASING, SLUI11 THREAD		BILL KO SUPPLY PO 10718	EA	NEW		37	1467.1474		0		
NOV - Sheldon North	NOV	7686925-01		Rack No. 20-0346.	14" 116# Q-125ICY TENARIS TM SEAMLESS CASING, TSH 523 THREAD	34536	14" Green Canyon 40 #2 ST	EA	NEW		5	206.4833		0		
NOV - Sheldon North	NOV	7678145-01		Rack No. 20-0553.	18" 117.00# Q125 HP USS SEAMLESS CASING, HDL THREAD	FW181011	GREEN CANYON 200 #TA-9	EA	NEW		27	1071.4384		0		
OES - Houma	Offshore Energy Services	FE145-1		Rack No. HW-R10-L2-A09	BLAST JOINT (3.5" 10.30# 13CR110 HYPER 2 B7S-8 BOX/PIN 4FT)		KATMAI # 1 & 2	EA	NEW		1	4		0		
OES - Houma	Offshore Energy Services	FE145-2		Rack No. HW-R10-L2-A09	BLAST JOINT (3.5" 10.30# 13CR110 HYPER 2 B7S-8 BOX/PIN 4FT)		KATMAI # 1 & 2	EA	NEW		1	4		0		
OES - Houma	Offshore Energy Services	FE146-1		Rack No. HW-R10-L2-A09	BLAST JOINT (3.5" 10.30# 13CR110 HYPER 2 B7S-8 BOX/PIN 2FT)		KATMAI # 1 & 2	EA	NEW		1	2		0		
OES - Houma	Offshore Energy Services	FE146-2		Rack No. HW-R10-L2-A09	BLAST JOINT (3.5" 10.30# 13CR110 HYPER 2 B7S-8 BOX/PIN 2FT)		KATMAI # 1 & 2	EA	NEW		1	2		0		
OES - Houma	Offshore Energy Services	FE144-1		Rack No. HW-R10-L2-A09	BLAST JOINT (3.5" 9.30# 13CR110 HYPER 2 B7S-8 BOX/PIN 4FT)		KATMAI # 1 & 2	EA	NEW		1	4		0		
OES - Houma	Offshore Energy Services	FE144-2		Rack No. HW-R10-L2-A09	BLAST JOINT (3.5" 9.30# 13CR110 HYPER 2 B7S-8 BOX/PIN 4FT)		KATMAI # 1 & 2	EA	NEW		1	4		0		
OES - Houma	Offshore Energy Services	FE147-1		Rack No. HW-R10-L2-A09	BLAST JOINT (3.5" 9.30# 13CR110 HYPER 2 B7S-8 BOX/PIN 2FT)		KATMAI # 1 & 2	EA	NEW		1	2		0		
OES - Houma	Offshore Energy Services	FE147-2		Rack No. HW-R10-L2-A09	BLAST JOINT (3.5" 9.30# 13CR110 HYPER 2 B7S-8 BOX/PIN 2FT)		KATMAI # 1 & 2	EA	NEW		1	2		0		
OES - Houma	Offshore Energy Services	FE123-1		Rack No. HW-R10-L4-A09	BLAST JOINT (3.5" 10.30# HYPER 2 13CR110 B7S-8 BOX/PIN 20FT)		KATMAI #1 & 2	EA	NEW		1	20		0		
OES - Houma	Offshore Energy Services	FE123-2		Rack No. HW-R10-L4-A09	BLAST JOINT (3.5" 10.30# HYPER 2 13CR110 B7S-8 BOX/PIN 20FT)		KATMAI #1 & 2	EA	NEW		1	20		0		
OES - Houma	Offshore Energy Services	FE123-3		Rack No. HW-R10-L4-A09	BLAST JOINT (3.5" 10.30# HYPER 2 13CR110 B7S-8 BOX/PIN 20FT)		KATMAI #1 & 2	EA	NEW		1	20		0		
OES - Houma	Offshore Energy Services	FE123-4		Rack No. HW-R10-L4-A09	BLAST JOINT (3.5" 10.30# HYPER 2 13CR110 B7S-8 BOX/PIN 20FT)		KATMAI #1 & 2	EA	NEW		1	20		0		
OES - Houma	Offshore Energy Services	FE123-5		Rack No. HW-R10-L4-A09	BLAST JOINT (3.5" 10.30# HYPER 2 13CR110 B7S-8 BOX/PIN 20FT)		KATMAI #1 & 2	EA	NEW		1	20		0		
OES - Houma	Offshore Energy Services	FE123-6		Rack No. HW-R10-L4-A09	BLAST JOINT (3.5" 10.30# HYPER 2 13CR110 B7S-8 BOX/PIN 20FT)		KATMAI #1 & 2	EA	NEW		1	20		0		
OES - Houma	Offshore Energy Services	FE125-1		Rack No. HW-R10-L6-A01	BLAST JOINT (3.5" 10.30# HYPER 2 13CR110 B7S-8 BOX/PIN 10FT)		KATMAI #1 & 2	EA	NEW		1	10		0		
OES - Houma	Offshore Energy Services	FE125-2		Rack No. HW-R10-L6-A01	BLAST JOINT (3.5" 10.30# HYPER 2 13CR110 B7S-8 BOX/PIN 10FT)		KATMAI #1 & 2	EA	NEW		1	10		0		
OES - Houma	Offshore Energy Services	FE126-1		Rack No. HW-R10-L6-A01	BLAST JOINT (3.5" 10.30# HYPER 2 13CR110 B7S-8 BOX/PIN 8FT)		KATMAI #1 & 2	EA	NEW		1	8		0		
OES - Houma	Offshore Energy Services	FE126-2		Rack No. HW-R10-L6-A01	BLAST JOINT (3.5" 10.30# HYPER 2 13CR110 B7S-8 BOX/PIN 8FT)		KATMAI #1 & 2	EA	NEW		1	8		0		
OES - Houma	Offshore Energy Services	FE127-1		Rack No. HW-R10-L6-A01	BLAST JOINT (3.5" 10.30# HYPER 2 13CR110 B7S-8 BOX/PIN 6FT)		KATMAI #1 & 2	EA	NEW		1	6		0		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt%	Net Value
OES - Houma	Offshore Energy Services	FE127-2		Rack No. HW-R10-L6-A01	BLAST JOINT (3.5" 9.30W HYPER 2 13CR110 BTS-8 BOX/PIN 6FT)		KATMAI #1 & 2	EA	NEW		1	6	0			
OES - Houma	Offshore Energy Services	FE122-1		Rack No. HW-R10-L2-A08	BLAST JOINT (3.5" 9.30W HYPER 2 13CR110 BTS-8 BOX/PIN 20FT)		KATMAI #1 & 2	EA	NEW		1	20	0			
OES - Houma	Offshore Energy Services	FE122-2		Rack No. HW-R10-L2-A08	BLAST JOINT (3.5" 9.30W HYPER 2 13CR110 BTS-8 BOX/PIN 20FT)		KATMAI #1 & 2	EA	NEW		1	20	0			
OES - Houma	Offshore Energy Services	FE122-3		Rack No. HW-R10-L2-A08	BLAST JOINT (3.5" 9.30W HYPER 2 13CR110 BTS-8 BOX/PIN 20FT)		KATMAI #1 & 2	EA	NEW		1	20	0			
OES - Houma	Offshore Energy Services	FE122-4		Rack No. HW-R10-L2-A08	BLAST JOINT (3.5" 9.30W HYPER 2 13CR110 BTS-8 BOX/PIN 20FT)		KATMAI #1 & 2	EA	NEW		1	20	0			
OES - Houma	Offshore Energy Services	FE122-5		Rack No. HW-R10-L2-A08	BLAST JOINT (3.5" 9.30W HYPER 2 13CR110 BTS-8 BOX/PIN 20FT)		KATMAI #1 & 2	EA	NEW		1	20	0			
OES - Houma	Offshore Energy Services	FE122-6		Rack No. HW-R10-L2-A08	BLAST JOINT (3.5" 9.30W HYPER 2 13CR110 BTS-8 BOX/PIN 20FT)		KATMAI #1 & 2	EA	NEW		1	20	0			
OES - Houma	Offshore Energy Services	FE122-7		Rack No. HW-R10-L2-A08	BLAST JOINT (3.5" 9.30W HYPER 2 13CR110 BTS-8 BOX/PIN 20FT)		KATMAI #1 & 2	EA	NEW		1	20	0			
OES - Houma	Offshore Energy Services	FE122-8		Rack No. HW-R10-L2-A08	BLAST JOINT (3.5" 9.30W HYPER 2 13CR110 BTS-8 BOX/PIN 20FT)		KATMAI #1 & 2	EA	NEW		1	20	0			
OES - Houma	Offshore Energy Services	FE122-9		Rack No. HW-R10-L2-A08	BLAST JOINT (3.5" 9.30W HYPER 2 13CR110 BTS-8 BOX/PIN 20FT)		KATMAI #1 & 2	EA	NEW		1	20	0			
OES - Houma	Offshore Energy Services	FE122-10		Rack No. HW-R10-L2-A08	BLAST JOINT (3.5" 9.30W HYPER 2 13CR110 BTS-8 BOX/PIN 20FT)		KATMAI #1 & 2	EA	NEW		1	20	0			
OES - Houma	Offshore Energy Services	FE122-11		Rack No. HW-R10-L2-A08	BLAST JOINT (3.5" 9.30W HYPER 2 13CR110 BTS-8 BOX/PIN 20FT)		KATMAI #1 & 2	EA	NEW		1	20	0			
OES - Houma	Offshore Energy Services	FE122-12		Rack No. HW-R10-L4-A09	BLAST JOINT (3.5" 9.30W HYPER 2 13CR110 BTS-8 BOX/PIN 20FT)		KATMAI #1 & 2	EA	NEW		1	20	0			
OES - Houma	Offshore Energy Services	FE122-13		Rack No. HW-R10-L4-A09	BLAST JOINT (3.5" 9.30W HYPER 2 13CR110 BTS-8 BOX/PIN 20FT)		KATMAI #1 & 2	EA	NEW		1	20	0			
OES - Houma	Offshore Energy Services	FE122-14		Rack No. HW-R10-L4-A09	BLAST JOINT (3.5" 9.30W HYPER 2 13CR110 BTS-8 BOX/PIN 20FT)		KATMAI #1 & 2	EA	NEW		1	20	0			
OES - Houma	Offshore Energy Services	FE128-1		Rack No. HW-R10-L6-A01	BLAST JOINT (3.5" 9.30W HYPER 2 13CR110 BTS-8 BOX/PIN 6FT)		KATMAI #1 & 2	EA	NEW		1	6	0			
OES - Houma	Offshore Energy Services	FE128-2		Rack No. HW-R10-L6-A01	BLAST JOINT (3.5" 9.30W HYPER 2 13CR110 BTS-8 BOX/PIN 6FT)		KATMAI #1 & 2	EA	NEW		1	6	0			
OES - Houma	Offshore Energy Services	FE5241-1		Rack No. HW-R10-L2-A07	3-WAY SHOOT AROUND(3.5" 9.20W AF913-110V VARST-1 BOX / 5.5" 16.87# STL PIN / 3.5" 9.20W VARST-1 BOX 2FT)		TROKIA TA-3	EA	NEW		1	2	0			
OES - Houma	Offshore Energy Services	FE5241-2		Rack No. HW-R10-L2-A07	3-WAY SHOOT AROUND(3.5" 9.20W AF913-110V VARST-1 BOX / 5.5" 16.87# STL PIN / 3.5" 9.20W VARST-1 BOX 2FT)		TROKIA TA-3	EA	NEW		1	2	0			
OES - Houma	Offshore Energy Services	FE170-1		Rack No. RACK #4	RANGE 3 JOINT (4.5" 17W 13CRS110 VAM TOP CPLG/PIN)		KATMAI #1 & 2	EA	NEW		1	40	0			
OES - Houma	Offshore Energy Services	FE170-2		Rack No. RACK #4	RANGE 3 JOINT (4.5" 17W 13CRS110 VAM TOP CPLG/PIN)		KATMAI #1 & 2	EA	NEW		1	40	0			
OES - Houma	Offshore Energy Services	FE170-3		Rack No. RACK #4	RANGE 3 JOINT (4.5" 17W 13CRS110 VAM TOP CPLG/PIN)		KATMAI #1 & 2	EA	NEW		1	40	0			
OES - Houma	Offshore Energy Services	FE170-4		Rack No. RACK #4	RANGE 3 JOINT (4.5" 17W 13CRS110 VAM TOP CPLG/PIN)		KATMAI #1 & 2	EA	NEW		1	40	0			
OES - Houma	Offshore Energy Services	FE170-5		Rack No. RACK #4	RANGE 3 JOINT (4.5" 17W 13CRS110 VAM TOP CPLG/PIN)		KATMAI #1 & 2	EA	NEW		1	40	0			
OES - Houma	Offshore Energy Services	FE170-6		Rack No. RACK #4	RANGE 3 JOINT (4.5" 17W 13CRS110 VAM TOP CPLG/PIN)		KATMAI #1 & 2	EA	NEW							

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt%	Net Value
OES - Houma	Offshore Energy Services	FE154-1		Rack No. HW-R10-L6-A10	REJECTED COUPLINGS (5.5" 29.70W 13CR115 HP2 VAM TOP HC) (3RD CRATE)		KATMAI # 1 & 2	EA	NEW		1	1	0			
OES - Houma	Offshore Energy Services	FE154-2		Rack No. HW-R10-L6-A10	REJECTED COUPLINGS (5.5" 29.70W 13CR115 HP2 VAM TOP HC) (3RD CRATE)		KATMAI # 1 & 2	EA	NEW		1	1	0			
OES - Houma	Offshore Energy Services	FE154-3		Rack No. HW-R10-L6-A10	REJECTED COUPLINGS (5.5" 29.70W 13CR115 HP2 VAM TOP HC) (3RD CRATE)		KATMAI # 1 & 2	EA	NEW		1	1	0			
OES - Houma	Offshore Energy Services	FE154-4		Rack No. HW-R10-L6-A10	REJECTED COUPLINGS (5.5" 29.70W 13CR115 HP2 VAM TOP HC) (3RD CRATE)		KATMAI # 1 & 2	EA	NEW		1	1	0			
OES - Houma	Offshore Energy Services	FE154-5		Rack No. HW-R10-L6-A10	REJECTED COUPLINGS (5.5" 29.70W 13CR115 HP2 VAM TOP HC) (3RD CRATE)		KATMAI # 1 & 2	EA	NEW		1	1	0			
OES - Houma	Offshore Energy Services	FE156-1		Rack No. HW-R10-L6-A10	COUPLING (5.5" 29.70W 13CR115 HP2 VAM TOP HC) (3RD CRATE)		KATMAI # 1 & 2	EA	NEW		1	1	0			
OES - Houma	Offshore Energy Services	FE156-2		Rack No. HW-R10-L6-A10	COUPLING (5.5" 29.70W 13CR115 HP2 VAM TOP HC) (3RD CRATE)		KATMAI # 1 & 2	EA	NEW		1	1	0			
OES - Houma	Offshore Energy Services	FE140-1		Rack No. HW-R10-L6-A07	HALLIBURTON PUR JOINT (5" 23.20W 13CRS110 VAM TOP HC PIN/PIN 6FT)		KATMAI #1 & 2	EA	NEW		1	6	0			
OES - Houma	Offshore Energy Services	FE5031-12		Rack No. HW-R10-L2-A05	COUPLING (3 1/2" 9.20W 13CR110 HYPT-2 VARST-1) (LEVEL C)		TROKIA TA-3	EA	NEW		1	0	0			
OES - Houma	Offshore Energy Services	FE5031-14		Rack No. HW-R10-L2-A05	COUPLING (3 1/2" 9.20W 13CR110 HYPT-2 VARST-1) (LEVEL C)		TROKIA TA-3	EA	NEW		1	0	0			
OES - Houma	Offshore Energy Services	FE5031-16		Rack No. HW-R10-L2-A05	COUPLING (3 1/2" 9.20W 13CR110 HYPT-2 VARST-1) (LEVEL C)		TROKIA TA-3	EA	NEW		1	0	0			
OES - Houma	Offshore Energy Services	FE5031-23		Rack No. HW-R10-L2-A05	COUPLING (3 1/2" 9.20W 13CR110 HYPT-2 VARST-1) (LEVEL C)		TROKIA TA-3	EA	NEW		1	0	0			
OES - Houma	Offshore Energy Services	FE5031-21		Rack No. HW-R10-L2-A05	COUPLING (3 1/2" 9.20W 13CR110 HYPT-2 VARST-1) (LEVEL C)		TROKIA TA-3	EA	NEW		1	0	0			
OES - Houma	Offshore Energy Services	FE5031-4		Rack No. HW-R10-L2-A05	COUPLING (3 1/2" 9.20W 13CR110 HYPT-2 VARST-1) (LEVEL C)		TROKIA TA-3	EA	NEW		1	0	0			
OES - Houma	Offshore Energy Services	FE5031-3		Rack No. HW-R10-L2-A05	COUPLING (3 1/2" 9.20W 13CR110 HYPT-2 VARST-1) (LEVEL C)		TROKIA TA-3	EA	NEW		1	0	0			
OES - Houma	Offshore Energy Services	FE5031-25		Rack No. HW-R10-L2-A05	COUPLING (3 1/2" 9.20W 13CR110 HYPT-2 VARST-1) (LEVEL C)		TROKIA TA-3	EA	NEW		1	0	0			
OES - Houma	Offshore Energy Services	FE5031-19		Rack No. HW-R10-L2-A05	COUPLING (3 1/2" 9.20W 13CR110 HYPT-2 VARST-1) (LEVEL C)		TROKIA TA-3	EA	NEW		1	0	0			
OES - Houma	Offshore Energy Services	FE5031-15		Rack No. HW-R10-L2-A05	COUPLING (3 1/2" 9.20W 13CR110 HYPT-2 VARST-1) (LEVEL C)		TROKIA TA-3	EA	NEW		1	0	0			
OES - Houma	Offshore Energy Services	FE5031-2		Rack No. HW-R10-L2-A05	COUPLING (3 1/2" 9.20W 13CR110 HYPT-2 VARST-1) (LEVEL C)		TROKIA TA-3	EA	NEW		1	0	0			
OES - Houma	Offshore Energy Services	FE5031-9		Rack No. HW-R10-L2-A05	COUPLING (3 1/2" 9.20W 13CR110 HYPT-2 VARST-1) (LEVEL C)		TROKIA TA-3	EA	NEW		1	0	0			
OES - Houma	Offshore Energy Services	FE5031-22		Rack No. HW-R10-L2-A05	COUPLING (3 1/2" 9.20W 13CR110 HYPT-2 VARST-1) (LEVEL C)		TROKIA TA-3	EA	NEW		1	0	0			
OES - Houma	Offshore Energy Services	FE5031-8		Rack No. HW-R10-L2-A05	COUPLING (3 1/2" 9.20W 13CR110 HYPT-2 VARST-1) (LEVEL C)		TROKIA TA-3	EA	NEW		1	0	0			
OES - Houma	Offshore Energy Services	FE5031-17		Rack No. HW-R10-L2-A05	COUPLING (3 1/2" 9.20W 13CR110 HYPT-2 VARST-1) (LEVEL C)		TROKIA TA-3	EA	NEW		1	0	0			
OES - Houma	Offshore Energy Services	FE5235-1		Rack No. HW-R10-L2-A05	COUPLING (3 1/2" 9.20W 13CR110 VARST-1) (LEVEL C)		TROKIA TA-3	EA	NEW		1	0	0			
OES - Houma	Offshore Energy Services	FE5235-6		Rack No. HW-R10-L2-A05	COUPLING (3.5" 9.20W 13CRM110 VARST-1) (C-LEVEL)		TROKIA TA-3	EA	NEW		1	0	0			
OES - Houma																

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
OES - Houma	Offshore Energy Services	FE113-7		Rack No. HW-R10-L6-A10	COUPLING (4.5" 17.00# 13CR110 VAM TOP)		GUNFLINT	EA	NEW		1	0	0	0		
OES - Houma	Offshore Energy Services	FE113-8		Rack No. HW-R10-L6-A10	COUPLING (4.5" 17.00# 13CR110 VAM TOP)		GUNFLINT	EA	NEW		1	0	0	0		
OES - Houma	Offshore Energy Services	FE113-9		Rack No. HW-R10-L2-A13	COUPLING (4.5" 17.00# 13CR110 VAM TOP)		GUNFLINT	EA	NEW		1	0	0	0		
OES - Houma	Offshore Energy Services	FE113-10		Rack No. HW-R10-L2-A13	COUPLING (4.5" 17.00# 13CR110 VAM TOP)		GUNFLINT	EA	NEW		1	0	0	0		
OES - Houma	Offshore Energy Services	FE113-11		Rack No. HW-R10-L2-A13	COUPLING (4.5" 17.00# 13CR110 VAM TOP)		GUNFLINT	EA	NEW		1	0	0	0		
OES - Houma	Offshore Energy Services	FE113-12		Rack No. HW-R10-L2-A13	COUPLING (4.5" 17.00# 13CR110 VAM TOP)		GUNFLINT	EA	NEW		1	0	0	0		
OES - Houma	Offshore Energy Services	FE113-13		Rack No. HW-R10-L2-A13	COUPLING (4.5" 17.00# 13CR110 VAM TOP)		GUNFLINT	EA	NEW		1	0	0	0		
OES - Houma	Offshore Energy Services	FE113-14		Rack No. HW-R10-L2-A13	COUPLING (4.5" 17.00# 13CR110 VAM TOP)		GUNFLINT	EA	NEW		1	0	0	0		
OES - Houma	Offshore Energy Services	FES036-1		Rack No. HW-R10-L2-A01	CROSSOVER (3 1/2" 9.20# SUP13CR110KSI VARST-1 BOX X 3 1/2" 9.20# TSH-511 PIN 2 FT) (C-LEVEL)		TROKIA TA-3	EA	NEW		1	2	0	0		
OES - Houma	Offshore Energy Services	FES036-2		Rack No. HW-R10-L2-A01	CROSSOVER (3 1/2" 9.20# 13CRS110Y VARST-1 BOX X 3 1/2" 9.20# TSH-511 BOX 2FT) (C-LEVEL)		TROKIA TA-3	EA	NEW		1	2	0	0		
OES - Houma	Offshore Energy Services	FES233-2		Rack No. HW-R10-L2-A01	CROSSOVER (5 1/2" 16.87# AF913-110Y STL BOX X 3.5" 9.20# VARST-1 PIN 2FT)		TROKIA TA-3	EA	NEW		1	2	0	0		
OES - Houma	Offshore Energy Services	FES233-1		Rack No. HW-R10-L2-A01	CROSSOVER (5 1/2" 16.87# AF913-110Y STL BOX X 3.5" 9.20# VARST-1 PIN 2FT)		TROKIA TA-3	EA	NEW		1	2	0	0		
OES - Houma	Offshore Energy Services	FES037-1		Rack No. HW-R10-L2-A01	CROSSOVER (5" 14.87# STL PIN AF913-110Y X 3.5" 9.20# VARST-1 PIN 2FT) (C-LEVEL)		TROKIA TA-3	EA	NEW		1	2	0	0		
OES - Houma	Offshore Energy Services	FES037-2		Rack No. HW-R10-L2-A01	CROSSOVER (5" 14.87# STL PIN AF913-110Y X 3.5" 9.20# VARST-1 PIN 2FT) (C-LEVEL)		TROKIA TA-3	EA	NEW		1	2	0	0		
OES - Houma	Offshore Energy Services	FE110-1		Rack No. HW-R9-L6-A14	FLOW COUPLING (4.5" 17.00# VM13CRS110 VAM TOP BOX/PIN 8FT)		GUNFLINT	EA	NEW		1	8	0	0		
OES - Houma	Offshore Energy Services	FE110-2		Rack No. HW-R9-L6-A14	FLOW COUPLING (4.5" 17.00# VM13CRS110 VAM TOP BOX/PIN 8FT)		GUNFLINT	EA	NEW		1	8	0	0		
OES - Houma	Offshore Energy Services	FE110-3		Rack No. HW-R9-L6-A14	FLOW COUPLING (4.5" 17.00# VM13CRS110 VAM TOP BOX/PIN 8FT)		GUNFLINT	EA	NEW		1	8	0	0		
OES - Houma	Offshore Energy Services	FE110-4		Rack No. HW-R9-L6-A14	FLOW COUPLING (4.5" 17.00# VM13CRS110 VAM TOP BOX/PIN 8FT)		GUNFLINT	EA	NEW		1	8	0	0		
OES - Houma	Offshore Energy Services	FE105-1		Rack No. HW-R10-L4-A01	FLOW COUPLING ASSEMBLY (5 1/2" 26# VM13CRS110 VAM TOP HC BOX/PIN 8FT FLOW CPLG X 5 1/2" 26# VM13CRS110 VAM TOP HC CPLG/CPLG 14FT PUP JT X 5 1/2" 26# VM13CRS110 VAM TOP PIN/PIN 4FT PUP JT) C.I.M ASSEMBLY (5 1/2" 26# VM13CRS110 VAM TOP HC CPLG/CPLG 14FT PUP JT X BOT CHEMICAL INJECTION MANDEREL 5 1/2" 26# 13CR110 VAM TOP PIN/PIN (PN: H3082500S8RNB) (S/N: 13743775) X 5 1/2" 26# VM13CRS110 VAM TOP HC CPLG/CPLG 14FT PUP JT X 5 1/2" 26# VM13CRS110 VAM TOP HC PIN/PIN 4FT PUP JT)		GUNFLINT	EA	NEW		1	18	0	0		
OES - Houma	Offshore Energy Services	FE107-1		Rack No. HW-R10-L5-A01	C.I.M ASSEMBLY (5 1/2" 26# 13-5-2-110 VAM TOP HC BOX/PIN 8FT FLOW CPLG X BOT CHEMICAL INJECTION MANDEREL 5 1/2" 26# 13CR110 VAM TOP HC CPLG/CPLG (SN: 13743776) H3082500S8RNB) X 5 1/2" 26# VM13CRS110 VAM TOP HC PIN/CPLG 10FT PUP JT)		GUNFLINT	EA	NEW		1	40	0	0		
OES - Houma	Offshore Energy Services	FE103-1		Rack No. HW-R10-L4-A01	HALIBURTON RPT LANDING NIPPLE 3.437 ASSEMBLY (4 1/2" 17# VM13CRS110 VAM TOP CPLG/PIN 8FT PUP JT X 4 1/2" 17# VM13CRS110 VAM TOP BOX/PIN 10FT FLOW CPLG X HES NIPPLE 4 1/2" 17# 13CRS110 VAM TOP BOX/PIN (SN: 408150-1) X 4 1/2" 17# VM13CRS110 VAM TOP BOX/PIN 10FT FLOW CPLG)		GUNFLINT	EA	NEW		1	30	0	0		
OES - Houma	Offshore Energy Services	FE102-1		Rack No. HW-R10-L4-A01	BAKER PREMIER PACKER (4 1/2" 17.00# 13CRM110 CPLG/PIN VAM TOP 10FT) (U084890-02)		STOCK	EA	NEW		1	10	0	0		
OES - Houma	Offshore Energy Services	FE173-1		Rack No. RACK #4	PUP JOINT (3.5" 10.20# HP2 13CR110 TSH 511 BOX/PIN 4FT)		KATMAI #1 & 2	EA	NEW		1	4	0	0		
OES - Houma	Offshore Energy Services	FE173-2		Rack No. RACK #4	PUP JOINT (3.5" 10.20# HP2 13CR110 TSH 511 BOX/PIN 4FT)		KATMAI #1 & 2	EA	NEW		1	4	0	0		
OES - Houma	Offshore Energy Services	FE173-3		Rack No. RACK #4	PUP JOINT (3.5" 10.20# HP2 13CR110 TSH 511 BOX/PIN 4FT)		KATMAI #1 & 2	EA	NEW		1	4	0	0		
OES - Houma	Offshore Energy Services	FE173-4		Rack No. RACK #4	PUP JOINT (3.5" 10.20# HP2 13CR110 TSH 511 BOX/PIN 4FT)		KATMAI #1 & 2	EA	NEW		1	4	0	0		
OES - Houma	Offshore Energy Services	FE173-5		Rack No. RACK #4	PUP JOINT (3.5" 10.20# HP2 13CR110 TSH 511 BOX/PIN 4FT)		KATMAI #1 & 2	EA	NEW		1	4	0	0		
OES - Houma	Offshore Energy Services	FE173-6		Rack No. RACK #4	PUP JOINT (3.5" 10.20# HP2 13CR110 TSH 511 BOX/PIN 4FT)		KATMAI #1 & 2	EA	NEW		1	4	0	0		
OES - Houma	Offshore Energy Services	FE174-1		Rack No. RACK #4	PUP JOINT (3.5" 10.20# HP2 13CR110 TSH 511 BOX/PIN 6FT)		KATMAI #1 & 2	EA	NEW		1	6	0	0		
OES - Houma	Offshore Energy Services	FE174-2		Rack No. RACK #4	PUP JOINT (3.5" 10.20# HP2 13CR110 TSH 511 BOX/PIN 6FT)		KATMAI #1 & 2	EA	NEW		1	6	0	0		
OES - Houma	Offshore Energy Services	FE175-1		Rack No. RACK #4	PUP JOINT (3.5" 10.20# HP2 13CR110 TSH 511 BOX/PIN 2FT)		EA	NEW			1	2	0	0		
OES - Houma	Offshore Energy Services	FE175-2		Rack No. RACK #4	PUP JOINT (3.5" 10.20# HP2 13CR110 TSH 511 BOX/PIN 2FT)		EA	NEW			1	2	0	0		
OES - Houma	Offshore Energy Services	FE176-1		Rack No. RACK #4	PUP JOINT (3.5" 10.20# HP2 13CR110 TSH511 BOX/PIN 8FT)		EA	NEW			1	8	0	0		
OES - Houma	Offshore Energy Services	FE176-2		Rack No. RACK #4	PUP JOINT (3.5" 10.20# HP2 13CR110 TSH511 BOX/PIN 8FT)		EA	NEW			1	8	0	0		
OES - Houma	Offshore Energy Services	FE177-1		Rack No. RACK #4	PUP JOINT (3.5" 10.20# HP2 13CR110 TSH 511 BOX/PIN 10FT)		EA	NEW			1	10	0	0		
OES - Houma	Offshore Energy Services	FE177-2		Rack No. RACK #4	PUP JOINT (3.5" 10.20# HP2 13CR110 TSH 511 BOX/PIN 10FT)		EA	NEW			1	10	0	0		
OES - Houma	Offshore Energy Services	FE178-1		Rack No. RACK #4	PUP JOINT (3.5" 10.20# HP2 13CR110 TSH 511 BOX/PIN 15FT)		EA	NEW			1	15	0	0		
OES - Houma	Offshore Energy Services	FE178-2		Rack No. RACK #4	PUP JOINT (3.5" 10.20# HP2 13CR110 TSH 511 BOX/PIN 15FT)		EA	NEW			1	15	0	0		
OES - Houma	Offshore Energy Services	FES019-1		Rack No. HW-R10-L2-A03	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 20FT PIN/PIN) (C-LEVEL)		EA	NEW			1	20	0	0		
OES - Houma	Offshore Energy Services	FES019-2		Rack No. HW-R10-L2-A03	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 20FT PIN/PIN) (C-LEVEL)		EA	NEW			1	20	0	0		
OES - Houma	Offshore Energy Services	FES019-3		Rack No. HW-R10-L2-A03	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 20FT PIN/PIN) (C-LEVEL)		EA	NEW			1	20	0	0		
OES - Houma	Offshore Energy Services	FES019-4		Rack No. HW-R10-L2-A03	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 20FT PIN/PIN) (C-LEVEL)		EA	NEW			1	20	0	0		
OES - Houma	Offshore Energy Services	FES030-1		Rack No. HW-FLOOR 2	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 12FT) (C-LEVEL)		EA	NEW			1	12	0	0		
OES - Houma	Offshore Energy Services	FES030-2		Rack No. HW-FLOOR 2	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 12FT) (C-LEVEL)		EA	NEW			1	12	0	0		
OES - Houma	Offshore Energy Services	FES030-3		Rack No. HW-R10-L2-A03	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 12FT) (C-LEVEL)		EA	NEW			1	12	0	0		
OES - Houma	Offshore Energy Services	FES030-4		Rack No. HW-R10-L2-A03	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 12FT) (C-LEVEL)		EA	NEW			1	12	0	0		
OES - Houma	Offshore Energy Services	FES030-5		Rack No. HW-R10-L2-A03	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 CPLG/PIN 12FT) (C-LEVEL)		EA	NEW			1	12	0	0		
OES - Houma	Offshore Energy Services	FES030-6		Rack No. HW-R10-L2-A03	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 CPLG/PIN 12FT) (C-LEVEL)		EA	NEW			1	12	0	0		
OES - Houma	Offshore Energy Services	FES035-1		Rack No. HW-R10-L2-A07	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 2FT) (C-LEVEL)		EA	NEW			1	2	0	0		
OES - Houma	Offshore Energy Services	FES035-2		Rack No. HW-R10-L2-A07	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 2FT) (C-LEVEL)		EA	NEW			1	2	0	0		
OES - Houma	Offshore Energy Services	FES035-3		Rack No. HW-R10-L2-A07	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 2FT) (C-LEVEL)		EA	NEW			1	2	0	0		
OES - Houma	Offshore Energy Services	FES035-4		Rack No. HW-R10-L2-A07	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 2FT) (C-LEVEL)		EA	NEW			1	2	0	0		
OES - Houma	Offshore Energy Services	FES035-5		Rack No. HW-R10-L2-A07	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 2FT) (C-LEVEL)		EA	NEW			1	2	0	0		
OES - Houma	Offshore Energy Services	FES035-6		Rack No. HW-R10-L2-A07	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 2FT) (C-LEVEL)		EA	NEW			1	2	0	0		
OES - Houma	Offshore Energy Services	FES035-7		Rack No. HW-R10-L2-A07	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 2FT) (C-LEVEL)		EA	NEW			1	2	0	0		
OES - Houma	Offshore Energy Services	FES035-8		Rack No. HW-R10-L2-A07	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 2FT) (C-LEVEL)		EA	NEW			1	2	0	0		
OES - Houma	Offshore Energy Services	FES035-9		Rack No. HW-R10-L2-A07	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 2FT) (C-LEVEL)		EA	NEW			1	2	0	0		
OES - Houma	Offshore Energy Services	FES040-1		Rack No. HW-R10-L2-A07	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 6FT) (C-LEVEL)		EA	NEW			1	6	0	0		
OES - Houma	Offshore Energy Services	FES040-2		Rack No. HW-R10-L2-A07	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 6FT) (C-LEVEL)		EA	NEW			1	6	0	0		
OES - Houma	Offshore Energy Services	FES040-3		Rack No. HW-R10-L2-A07	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 6FT) (C-LEVEL)		EA	NEW			1	6	0	0		
OES - Houma	Offshore Energy Services	FES040-4		Rack No. HW-R10-L2-A07	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 6FT) (C-LEVEL)		EA	NEW			1	6	0	0		
OES - Houma	Offshore Energy Services	FES040-5		Rack No. HW-R10-L2-A07	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 6FT) (C-LEVEL)		EA	NEW			1	6	0	0		
OES - Houma	Offshore Energy Services	FES040-6		Rack No. HW-R10-L2-A07	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 6FT) (C-LEVEL)		EA	NEW			1	6	0	0		
OES - Houma	Offshore Energy Services	FES040-7		Rack No. HW-R10-L2-A07	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 6FT) (C-LEVEL)		EA	NEW			1	6	0	0		
OES - Houma	Offshore Energy Services	FES238-1		Rack No. HW-R10-L2-A04	PUP JOINT (3.5" 9.20# 13CRS110 VARST-1 PIN/PIN 6FT) (C-LEVEL)		EA	NEW			1	6	0	0		
OES - Houma	Offshore Energy Services	FES238-2		Rack No. HW-R10-L2-A04	PUP JOINT (3.5" 9.20# 13CRS110 VARST-1 PIN/PIN 6FT) (C-LEVEL)		EA	NEW			1	6	0	0		
OES - Houma	Offshore Energy Services	FES239-1		Rack No. HW-R10-L2-A07	PUP JOINT (3.5" 9.20# 13CRS110 VARST-1 CPLG/PIN 4FT) (C-LEVEL)		EA	NEW			1	4	0	0		
OES - Houma	Offshore Energy Services	FES239-2		Rack No. HW-R10-L2-A07	PUP JOINT (3.5" 9.20# 13CRS110 VARST-1 PIN/PIN 4FT) (C-LEVEL)		EA	NEW			1	4	0	0		
OES - Houma	Offshore Energy Services	FES239-3		Rack No. HW-R10-L2-A07	PUP JOINT (3.5" 9.20# 13CRS110 VARST-1 PIN/PIN 4FT) (C-LEVEL)		EA	NEW			1	4	0	0		
OES - Houma	Offshore Energy Services	FES239-4		Rack No. HW-R10-L2-A07	PUP JOINT (3.5" 9.20# 13CRS110 VARST-1 PIN/PIN 4FT) (C-LEVEL)		EA	NEW			1	4	0	0		
OES - Houma	Offshore Energy Services	FES266-1		Rack No. RACK #6	RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)		EA	NEW			1	30	0	0		
OES - Houma	Offshore Energy Services	FES266-2		Rack No. RACK #6	RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)		EA	NEW			1	30	0	0		



Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wk%	Net Value
OES - Houma	Offshore Energy Services	FE5038-1		Rack No. HW-R10-L2-A07	PUP JOINT (4.5" 15.10# 13CRM110Y VARST-1 PIN/PIN 2FT) (C-LEVEL)			EA	NEW		1	2	0			
OES - Houma	Offshore Energy Services	FE5039-1		Rack No. HW-R10-L2-A07	PUP JOINT (4.5" 15.10# 13CRM110Y VARST-1 PIN/PIN 4FT) (C-LEVEL)			EA	NEW		1	4	0			
OES - Houma	Offshore Energy Services	FE5039-2		Rack No. HW-R10-L2-A07	PUP JOINT (4.5" 15.10# 13CRM110Y VARST-1 PIN/PIN 4FT) (C-LEVEL)			EA	NEW		1	4	0			
OES - Houma	Offshore Energy Services	FE5039-3		Rack No. HW-R10-L2-A07	PUP JOINT (4.5" 15.10# 13CRM110Y VARST-1 PIN/PIN 4FT) (C-LEVEL)			EA	NEW		1	4	0			
OES - Houma	Offshore Energy Services	FE5042-1		Rack No. HW-R10-L2-A07	PUP JOINT (4.5" 15.10# 13CRM110Y VARST-1 PIN/PIN 10FT) (C-LEVEL)			EA	NEW		1	10	0			
OES - Houma	Offshore Energy Services	FE5043-1		Rack No. HW-R10-L3-A01	PUP JOINT (4.5" 15.10# 13CRM110Y VARST-1 PIN/PIN 8FT) (C-LEVEL)			EA	NEW		1	8	0			
OES - Houma	Offshore Energy Services	FE5045-1		Rack No. HW-R10-L2-A07	PUP JOINT (4.5" 15.10# 13CRM110Y VARST-1 PIN/PIN 6FT) (C-LEVEL)			EA	NEW		1	6	0			
OES - Houma	Offshore Energy Services	FE5047-1		Rack No. HW-R10-L5-A07	PUP JOINT (4.5" 15.10# 13CRM110Y VARST-1 PIN/PIN 14FT) (C-LEVEL)			EA	NEW		1	14	0			
OES - Houma	Offshore Energy Services	FE5048-1		Rack No. HW-R10-L3-A01	PUP JOINT (4.5" 15.10# 13CRM110Y VARST-1 PIN/PIN 12FT) (C-LEVEL)			EA	NEW		1	12	0			
OES - Houma	Offshore Energy Services	FE109-1		Rack No. HW-R9-L6-A12	PUP JOINT (4 1/2" 17.00# VM13CRS110 VAM TOP CPLG/PIN 6FT)			EA	NEW		1	6	0			
OES - Houma	Offshore Energy Services	FE109-2		Rack No. HW-R9-L6-A12	PUP JOINT (4 1/2" 17.00# VM13CRS110 VAM TOP CPLG/PIN 6FT)			EA	NEW		1	6	0			
OES - Houma	Offshore Energy Services	FE109-3		Rack No. HW-R9-L6-A12	PUP JOINT (4 1/2" 17.00# VM13CRS110 VAM TOP CPLG/PIN 6FT)			EA	NEW		1	6	0			
OES - Houma	Offshore Energy Services	FE109-4		Rack No. HW-R9-L6-A12	PUP JOINT (4 1/2" 17.00# VM13CRS110 VAM TOP CPLG/PIN 6FT)			EA	NEW		1	6	0			
OES - Houma	Offshore Energy Services	FE109-5		Rack No. HW-R9-L6-A12	PUP JOINT (4 1/2" 17.00# VM13CRS110 VAM TOP CPLG/PIN 6FT)			EA	NEW		1	6	0			
OES - Houma	Offshore Energy Services	FE109-6		Rack No. HW-R9-L5-A12	PUP JOINT (4 1/2" 17.00# VM13CRS110 VAM TOP CPLG/PIN 6FT)			EA	NEW		1	6	0			
OES - Houma	Offshore Energy Services	FE109-7		Rack No. HW-R9-L6-A12	PUP JOINT (4 1/2" 17.00# VM13CRS110 VAM TOP CPLG/PIN 6FT)			EA	NEW		1	6	0			
OES - Houma	Offshore Energy Services	FE108-1		Rack No. HW-R9-L6-A09	PUP JOINT (4 1/2" 17.00# VM13CRS110 VAM TOP CPLG/PIN 14FT)			EA	NEW		1	14	0			
OES - Houma	Offshore Energy Services	FE108-2		Rack No. HW-R9-L6-A09	PUP JOINT (4 1/2" 17.00# VM13CRS110 VAM TOP CPLG/PIN 14FT)			EA	NEW		1	14	0			
OES - Houma	Offshore Energy Services	FE108-3		Rack No. HW-R9-L6-A09	PUP JOINT (4 1/2" 17.00# VM13CRS110 VAM TOP CPLG/PIN 14FT)			EA	NEW		1	14	0			
OES - Houma	Offshore Energy Services	FE108-4		Rack No. HW-R9-L6-A09	PUP JOINT (4 1/2" 17.00# VM13CRS110 VAM TOP CPLG/PIN 14FT)			EA	NEW		1	14	0			
OES - Houma	Offshore Energy Services	FE108-5		Rack No. HW-R9-L6-A09	PUP JOINT (4 1/2" 17.00# VM13CRS110 VAM TOP CPLG/PIN 14FT)			EA	NEW		1	14	0			
OES - Houma	Offshore Energy Services	FE117-1		Rack No. HW-R9-L1-A06	PUP JOINT (4 1/2" 17.00# VM13CRS110 VAM TOP 2FT)			EA	NEW		1	2	0			
OES - Houma	Offshore Energy Services	FE118-1		Rack No. HW-R9-L1-A11	PUP JOINT (4 1/2" 17.00# VM13CRS110 VAM TOP 4FT)			EA	NEW		1	4	0			
OES - Houma	Offshore Energy Services	FE118-2		Rack No. HW-R9-L6-A14	PUP JOINT (4 1/2" 17.00# VM13CRS110 VAM TOP 4FT)			EA	NEW		1	4	0			
OES - Houma	Offshore Energy Services	FE118-3		Rack No. HW-R9-L6-A14	PUP JOINT (4 1/2" 17.00# VM13CRS110 VAM TOP 4FT)			EA	NEW		1	4	0			
OES - Houma	Offshore Energy Services	FE118-4		Rack No. HW-R9-L6-A14	PUP JOINT (4 1/2" 17.00# VM13CRS110 VAM TOP 4FT)			EA	NEW		1	4	0			
OES - Houma	Offshore Energy Services	FE118-5		Rack No. HW-R9-L6-A14	PUP JOINT (4 1/2" 17.00# VM13CRS110 VAM TOP 4FT)			EA								

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
OES - Houma	Offshore Energy Services	FE5063-5		Rack No. HW-R10-L2-A06	RANGE 2 JOINT (3.5" 9.20W 13CR110Y MOD TSH 511 BOX/PIN) (C-LEVEL)			EA	NEW		1	0		0		
OES - Houma	Offshore Energy Services	FE5063-6		Rack No. HW-R10-L2-A06	RANGE 2 JOINT (3.5" 9.20W 13CR110Y MOD TSH 511 BOX/PIN) (C-LEVEL)			EA	NEW		1	0		0		
OES - Houma	Offshore Energy Services	FE5063-7		Rack No. HW-R10-L2-A06	RANGE 2 JOINT (3.5" 9.20W 13CR110Y MOD TSH 511 BOX/PIN) (C-LEVEL)			EA	NEW		1	0		0		
OES - Houma	Offshore Energy Services	FE5063-8		Rack No. HW-R10-L2-A06	RANGE 2 JOINT (3.5" 9.20W 13CR110Y MOD TSH 511 BOX/PIN) (C-LEVEL)			EA	NEW		1	0		0		
OES - Houma	Offshore Energy Services	FE106-1		Rack No. HW-R10-L3-A01	RANGE JOINT (5 1/2" 29.70W 13CR115 HYPTYP2 VAM TOP HC CPLG/PIN 40FT)			EA	NEW		1	40		0		
OES - Houma	Offshore Energy Services	FE106-2		Rack No. HW-R10-L3-A01	RANGE JOINT (5 1/2" 29.70W 13CR115 HYPTYP2 VAM TOP HC CPLG/PIN 40FT)			EA	NEW		1	40		0		
OES - Houma	Offshore Energy Services	FE101-1		Rack No. HW-R7-L2-A01	BAKER IWS ASSEMBLY (4.5" 17W 13CRS110 VAM TOP CPLG/CPLG BAKER GAUGE MANDREL (13694265) X 4.5" 17W 13CRS110 VAM TOP PIN/PIN UPPER SLIDING SLEEVE (1110285-02) X 4.5" 17W 13CRS110 VAM TOP TIMED CPLG X 4.5" 17W 13CRS110 VAM TOP PIN/PIN LOWER SLIDING SLEEVE (1110296-02) X 4.5" 17W 13CRS110 VAM TOP BOX BAKER QUICK CONNECT (1088638-01)			EA	NEW		1	0		0		
OES - Houma	Offshore Energy Services	FE116-1		Rack No. HW-FLOOR 2	SPUCE SUB (4 1/2" 17.00W VM13CRS110 VAM TOP)			EA	NEW		1	2		0		
OES - Houma	Offshore Energy Services	FE104-1		Rack No. HW-R10-L6-A04	PUP JOINT (5 1/2" 26W VM13CRS110 VAM TOP HC CPLG/PIN 8FT)			EA	NEW		1	24		0		
Oil States - Houston	Oil States Energy Services	12117	121824-03, 121824-01		8IN 600 GLC S/N 121824-03, 121824-01			EA	NEW		1	0		0		
Oil States - Houston	Oil States Energy Services	15170	170143-01		2" 900 LRF, S/N 170143-01			EA	NEW		1	0		0		
Oil States - Houston	Oil States Energy Services	12117	121824-03 & 121824-01		8IN 600 GLC S/N 121824-03, 121824-01			EA	NEW		1	0		0		
Oil States - Houston	Oil States Energy Services	80025-01	80025-01-0003-01		GAD0001436 / 24" 900 ANSI HYDROTAP ASSY W/VALVE			EA	NEW		1	0		0		
One Subsea - Berwick	One Subsea	2035504-02	961276650350		ASSY, DEBRIS CAP, 18-3/8" OD MCPAC			EA	C-UR		1	0		0		
One Subsea - Berwick	One Subsea	2035804-07	4503046069-04-16		ASSY, 6"-10K 5-AK GASKET, W/ TWO DOVE			EA	C-UR		1	0		0		
One Subsea - Berwick	One Subsea	1214118-01	11233630-1		ASSY, TREE CAP, BP TROIKA			EA	C-UR		1	0		0		
One Subsea - Berwick	One Subsea	1214123-01	96101817050		ASSY, TREE CAP SHIPPING SKID			EA	C-UR		1	0		0		
One Subsea - Berwick	One Subsea	1214620-01	11186675-01		ASSY, TEST CAP, TREE RUNNING TOOL			EA	C-UR		1	0		0		
One Subsea - Berwick	One Subsea	2155653-01	NS6200188076011000		SHEAR PIN, G2 BORE PROTECTOR,TEFLON			EA	A-NU		6	0		0		
One Subsea - Berwick	One Subsea	2156132-01	9523237807220		ASSY, COMBINATION (TREE/TREE CAP)			EA	C-UR		1	0		0		
One Subsea - Berwick	One Subsea	2166241-03	NS6200210363010900		MECHANICAL SPARES, 4.375 SSR PLUG			EA	A-NU		4	0		0		
One Subsea - Berwick	One Subsea	21181629-14	111147559-01		ASSEMBLY, PRESSURE CAP, 6"-10K FLOWLINE			EA	C-UR		1	0		0		
One Subsea - Berwick	One Subsea	2185425-14-08	1023229-39		GENERIC EL ROV LOOP 75			EA	A-NU		1	0		0		
One Subsea - Berwick	One Subsea	2185425-14-08	1023229-42		GENERIC EL ROV LOOP 75			EA	A-NU		1	0		0		
One Subsea - Berwick	One Subsea	2197017-01-03	478		Surface Modem, +-15V Version, PSK			EA	A-NU		1	0		0		
One Subsea - Berwick	One Subsea	2197017-01-03	503		Surface Modem, +-15V Version, PSK			EA	A-NU		1	0		0		
One Subsea - Berwick	One Subsea	2197088-13-62	1054974-629		GENERIC EL ROV PARK 125 W/ INSERT			EA	A-NU		1	0		0		
One Subsea - Berwick	One Subsea	2197088-17-72	1047684-50		ROV Test Conn., El. male, fixed 7-way			EA	A-NU		1	0		0		
One Subsea - Berwick	One Subsea	2197088-17-72	1047684-51		ROV Test Conn., El. male, fixed 7-way			EA	A-NU		1	0		0		
One Subsea - Berwick	One Subsea	2197091-47	NS6200213197002000		TRANSFORMER, 120V IN, 690V OUT / 3000VA			EA	A-NU		1	0		0		
One Subsea - Berwick	One Subsea	2197091-47	NS6200215155058000		TRANSFORMER, 120V IN, 690V OUT / 3000VA			EA	A-NU		1	0		0		
One Subsea - Berwick	One Subsea	2197095-47	740		PCB, SOP DIPLEXER, SURFACE			EA	A-NU		1	0		0		
One Subsea - Berwick	One Subsea	2197095-47	775		PCB, SOP DIPLEXER, SURFACE			EA	A-NU		1	0		0		
One Subsea - Berwick	One Subsea	2216807-12	NS6200217027001000		SPUT LOAD RING, FOR 4.883" NOM RLH-2			EA	A-NU		1	0		0		
One Subsea - Berwick	One Subsea	2216807-34	NS6200217027002000		UPPER LOAD RING, 5.25 WIRELINE PLUG			EA	A-NU		1	0		0		
One Subsea - Berwick	One Subsea	222255-01-32	4511625379-50-19		DUMMY WEIGHT (DIU REPLACEMENT)			EA	C-UR		1	0		0		
One Subsea - Berwick	One Subsea	223026-73	121419730-01		FWEKAT - SPCU 690VAC			EA	A-NU		1	0		0		
One Subsea - Berwick	One Subsea	223026-73-00-98	121418629-01		FWEKAT - SPCU INST & COMM SPARES			EA	A-NU		1	0		0		
One Subsea - Berwick	One Subsea	223026-73-00-98	1214589004-01		FWEKAT - SPCU INST & COMM SPARES			EA	A-NU		1	0		0		
One Subsea - Berwick	One Subsea	223055-11	121384751-01		FWEKAT - SCM MC - XT W/ ACCU			EA	A-NU		1	0		0		
One Subsea - Berwick	One Subsea	223055-21	121396625-01		FWEKAT - DIU			EA	A-NU		1	0		0		
One Subsea - Berwick	One Subsea	223055-21	121458050-01		FWEKAT - DIU			EA	A-NU		1	0		0		
One Subsea - Berwick	One Subsea	223055-21	121396627-01		FWEKAT - DIU			EA	A-NU		1	0		0		
One Subsea - Berwick	One Subsea	223135-56	121404465-01		PETU-AC-SOP-DSL-ODI			EA	C-UR		1	0		0		
One Subsea - Berwick	One Subsea	223208-93-01	121391157-02		IC. CABLE FOR POWER 1200V DC TYPE 2			EA	A-NU		1	0		0		
One Subsea - Berwick	One Subsea	223208-93-01	121391157-01		IC. CABLE FOR POWER 1200V DC TYPE 2			EA	A-NU		1	0		0		
One Subsea - Berwick	One Subsea	223210-21	4502118130-1		SCM/ SAM TRANSPORT FRAME			EA	C-UR		1	0		0		
One Subsea - Berwick	One Subsea	223262-46	112896839-01		DUMMY SCM (Noble STMC 15-02-C & 15-03-C)			EA	C-UR		1	0		0		
One Subsea - Berwick	One Subsea	223303-78	1		Ex 1-Box 690VAC, NEC, 3 Quads, 35mm"			EA	A-NU		1	0		0		
One Subsea - Berwick	One Subsea	223383-18	121366058-01		SOM - (4HE) - 3A - 2x ETHERNET			EA	A-NU		1	0		0		
One Subsea - Berwick	One Subsea	223383-18	121478192-03		SOM - (4HE) - 3A - 2x ETHERNET			EA	A-NU		1	0		0		
One Subsea - Berwick	One Subsea	223388-89	121366178-01		MCS SERVER PC 2U			EA	A-NU		1	0		0		
One Subsea - Berwick	One Subsea	223388-89	121485344-01		MCS SERVER PC 2U			EA	A-NU		1	0		0		
One Subsea - Berwick	One Subsea	223388-92	121414591-01		Microbox IPC 427D			EA	A-NU		1	0		0		
One Subsea - Berwick	One Subsea	223388-98	9AKC821948		(LAPTOP CF-31 / RUGGEDIZED)			EA	C-UR		1	0		0		
One Subsea - Berwick	One Subsea	223389-12	90TCC26341		LAPTOP PANASONIC TOUGHBOOK, CF-54			EA	C-UR		1	0		0		
One Subsea - Berwick	One Subsea	223389-12	90TCC26304		LAPTOP PANASONIC TOUGHBOOK, CF-54			EA	C-UR		1	0		0		
One Subsea - Berwick	One Subsea	223473-17-03	121391147-01		INTERCONNECTION CABLE - PETU			EA	C-UR		1	0		0		
One Subsea - Berwick	One Subsea	223473-17-03	121391147-02		INTERCONNECTION CABLE - PETU			EA	C-UR		1	0		0		
One Subsea - Berwick	One Subsea	223518-69	158437-001		GENERIC: T&F PLATE FOR FREE PLATE, 11/3W			EA	C-UR		1	0		0		
One Subsea - Berwick	One Subsea	223520-62	0158389-001		GENERIC: T&F PLATE FOR FREE PLATE, 20/0			EA	A-NU		1	0		0		
One Subsea - Berwick	One Subsea	223520-68	0159618-001		FWEKAT - LOGIC FREE STAB PLATE 20/0-WAY			EA	A-NU		1	0		0		
One Subsea - Berwick	One Subsea	223997-70	4502094761-1		INSPECTION FRAME ASSEMBLY FOR SCM			EA	C-UR		1	0		0		
One Subsea - Berwick	One Subsea	2244635-11-1	121530442-1		ASSEMBLY FOR OFFSHORE, INTERNAL TREE CAP			EA	C-UR		1	0		0		
One Subsea - Berwick	One Subsea	2248632-02	NS6200217027003000		CC-SEAL, .888 OD X .640 ID X .124" C.S.			EA	A-NU		192	0		0		
One Subsea - Berwick	One Subsea	2293251-05	121370534-01		ASSY, INSERT, F/CC40SR SUBSEA CONTROL			EA	A-NU		1	0		0		
One Subsea - Berwick	One Subsea	2361282-06	NS6200213197009000		ANALOG INPUT, AI 8XU//RTD/TC ST, 16 BIT			EA	A-NU		1	0		0		
One Subsea - Berwick	One Subsea	2361282-06	NS6200215155022000		ANALOG INPUT, AI 8XU//RTD/TC ST, 16 BIT			EA	A-NU		1	0		0		
One Subsea - Berwick	One Subsea	2361282-12	NS6200213197010000		SIMATIC 57-1500, DIGITAL INPUT MODULE			EA	A-NU		1	0		0		
One Subsea - Berwick	One Subsea	2361282-12	NS6200215155024000		SIMATIC 57-1500, DIGITAL INPUT MODULE			EA	A-NU		1	0		0		
One Subsea - Berwick	One Subsea	2394980-02	4511292813-10-2		ASSY, WIRELINE PLUG, 15K WP,			EA	A-NU		1	0		0		
One Subsea - Berwick	One Subsea	2394980-02	4511992677-120-1		ASSY, WIRELINE PLUG, 15K WP,			EA	C-UR		1	0		0		
One Subsea - Berwick	One Subsea	2394980-02	4511992677-110-1		ASSY, WIRELINE PLUG, 15K WP,			EA	C-UR		1	0		0		
One Subsea - Berwick	One Subsea	2394981-02	4511992677-90-1		ASSY, WIRELINE PLUG, 5.75IN NOM, 15K WP,			EA	A-NU		1	0		0		
One Subsea - Berwick	One Subsea	2394981-02	120950817-01		ASSY, WIRELINE PLUG, 5.75IN NOM, 15K WP,			EA	A-NU		1	0		0		
One Subsea - Berwick	One Subsea	2394981-02	451220618-20-01		ASSY, WIRELINE PLUG, 5.75IN NOM, 15K WP,			EA	A-NU		1	0		0		
One Subsea - Berwick	One Subsea	2396182-02-02	NS6200219039001000		SPARES, PERIODIC 1,RECEIVED GOODS REPAIR			EA	A-NU		3	0		0		
One Subsea - Berwick	One Subsea	2400888-02-01	NS6200218966001000		SPARES, ROUTINE, RECEIVED GOODS REPAIR			EA	A-NU		1	0		0		
One Subsea - Berwick	One Subsea	2400889-02-01	NS6200207280001000		SPARES, ROUTINE, RECEIVED GOODS REPAIR			EA	A-NU		1	0		0		
One Subsea - Berwick	One Subsea	2604282-01-01	121560895-1		ASSY, PRODUCTION SPOOL/TREE, EFAT, 5-1/8			EA	A-NU		1	0		0		
One Subsea - Berwick	One Subsea	2605338-01	121397669-01		CONVERSION ASSY, G3 SPOOL/TREE, WITH EFAT			EA	A-NU		1	0		0		
One Subsea - Berwick	One Subsea	263093-01	4504320796-01-01		UPPER MANDREL, WEIGHT SET TEST TOOL			EA	B-RP		1	0		0		
One Subsea - Berwick	One Subsea	2711520-86	NS6200213197011000		SIMATIC 57-1500, CPU 1515-2 PN			EA	A-NU		1	0		0		
One Subsea - Berwick	One Subsea	2711520-86	NS6200215155042000		SIMATIC 57-1500, CPU 1515-2 PN			EA	A-NU		1	0		0		
One Subsea - Berwick	One Subsea	2731061-04	11511-X15384-06		GASKET, RING, 18-3/4 VETCO TYPE 'VX-2'			EA	A-NU		1	0		0		
One Subsea - Berwick	One Subsea	2731384-01	4501291492-3-1		4.767" Tubing Hanger Upper Plug 'HH' tri			EA	C-UR		1	0		0		
One Subsea - Berwick	One Subsea	2731384-02-01	4504261958-01-1		ASSY, WIRELINE PLUG, UPPER, 4.767 IN			EA	C-UR		1	0		0		
One Subsea - Berwick	One Subsea	2731385-01	4504093961-2-3		OBSOLETE & SUPERSEDED BY 2731385-01-01			EA	C-UR	</						



Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
One Subsea - Berwick	One Subsea	2748033-01	45353783-01-01		WIRELINE PLUG, 5.25" DIA, METAL AND			EA	C-UR		1			0		
One Subsea - Berwick	One Subsea	2748158-01	N56200210698001000		SPECIAL, BUTTON HD HEX SOC SCREW			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	2762726-05	N56200213197003000		DISCONT. (LIGHT, UNIVERSAL, 18 W, 230 V)			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	2762726-05	N56200215155023000		DISCONT. (LIGHT, UNIVERSAL, 18 W, 230 V)			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	2788005-01	N56200218894001000		MACHINED 'S' SEAL, 8.125" BORE, W/ GROOV			EA	A-NU		18			0		
One Subsea - Berwick	One Subsea	2826264-02	N56200213197012000		DIGITAL OUTPUT, DQ 16x 230V AC/2A ST			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	2826264-02	N56200215155023000		DIGITAL OUTPUT, DQ 16x 230V AC/2A ST			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	619044-01-08-09	N56200202061002000		SPARE FILTER MAT, 289 x 289 x 17 mm			EA	A-NU		2			0		
One Subsea - Berwick	One Subsea	619082-01-62	N56200213197006000		AC CURRENT TRANSMITTER, CT500			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	619082-01-62	N56200215155031000		AC CURRENT TRANSMITTER, CT500			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	619082-01-64	N56200213197013000		AC VOLTAGE TRANSMITTER, VT500			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	619082-01-64	N56200215155030000		AC VOLTAGE TRANSMITTER, VT500			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	619088-10-11-03	N56200213197014000		SOCKET, RAIL MOUNTABLE, 125 V AC, USA			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	619088-10-11-03	N56200215155034000		SOCKET, RAIL MOUNTABLE, 125 V AC, USA			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	619089-12-17	N56200213197015000		SPEED CONTROL, +20°C / +55°C, 230 V			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	619089-12-17	N56200215155033000		SPEED CONTROL, +20°C / +55°C, 230 V			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	619089-28-10	N56200213197016000		SWITCH, FLUSH MOUNTING, 63 A, 37 KW			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	619089-28-10	N56200215155041000		SWITCH, FLUSH MOUNTING, 63 A, 37 KW			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	619091-01-50-10	N56200213197017000		POWER SUPPLY UNIT, TRIO, 24 V DC, 10 A			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	619091-01-50-10	N56200215155035000		POWER SUPPLY UNIT, TRIO, 24 V DC, 10 A			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	619091-02-49	N56200213197018000		COIL, INDUCTANCE, 30 MH; MAX 4A			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	619091-02-49	N56200215155040000		COIL, INDUCTANCE, 30 MH; MAX 4A			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	619092-01-41-06	N56200213041001000		CIRCUIT BREAKER, C, 6 A, 2 NO			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	619092-01-41-10	N56200213041002000		CIRCUIT BREAKER, C, 10 A, 2 NO			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	619092-01-41-50	N56200213041003000		CIRCUIT BREAKER, C, 50 A, 2 NO			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	619092-01-45-16	N56200213041004000		CIRCUIT BREAKER, C, 16 A, 2 NO, UL			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	619092-05-04	N56200213041005000		AUX SWITCH FOR CIRCUIT BREAKER			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	619092-05-04	N56200215155020000		AUX SWITCH FOR CIRCUIT BREAKER			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	619092-14-14-02	N56200213041006000		FUSE GLASS-TUBE			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	619092-14-16-02	N56200213041007000		FUSE, GLASS, TUBE 1A MIDDLE			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	619092-22-01	N56200202061001000		FUSE, 22 x 58, gLB, 400 V DC, 63 A			EA	A-NU		4			0		
One Subsea - Berwick	One Subsea	619093-08-03	N56200213199001000		TEMPERATURE SENSOR, PT100			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	619093-08-03	N56200215155029000		TEMPERATURE SENSOR, PT100			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	619095-02-22	N56200213199002000		POWER SUPPLY, 57-1500, 24 V, 1.3 A			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	619095-02-22	N56200215155043000		POWER SUPPLY, 57-1500, 24 V, 1.3 A			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	619095-11-34-01	N56200213199003000		AUTO-CONFIGURATION ADAPTER, ACA 21-USB			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	619095-11-34-01	N56200215155026000		AUTO-CONFIGURATION ADAPTER, ACA 21-USB			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	619095-11-42-03	N56200213199004000		FAST ETHERNET SWITCH, MANAGED, 16 PORTS			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	619095-11-42-03	N56200215155027000		FAST ETHERNET SWITCH, MANAGED, 16 PORTS			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	619095-11-63-01	N56200213199005000		IND. FIREWALL/SECURITY-ROUTER, EAGLEone			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	619095-11-63-01	N56200215155025000		IND. FIREWALL/SECURITY-ROUTER, EAGLEone			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	619095-63-25	N56200213199006000		17" FHD RACKMOUNT DISPLAY PANEL, RP-F617			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	619095-63-25	N56200215155018000		17" FHD RACKMOUNT DISPLAY PANEL, RP-F617			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	619095-67-28	N56200213199007000		Server, LANTIME M660/MRS, 100-240 VAC			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	619095-67-28	N56200215155019000		Server, LANTIME M660/MRS, 100-240 VAC			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	619095-69-02	N56200213199008000		IEC CONNECTOR, PX0588, 240 V AC			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	619095-69-02	N56200215155021000		IEC CONNECTOR, PX0588, 240 V AC			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	619095-70-11	N56200213199009000		KEYBOARD, TKS-088C-TOUCH-SCHUBL-PS/2-US			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	619095-70-11	N56200215155017000		KEYBOARD, TKS-088C-TOUCH-SCHUBL-PS/2-US			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	619095-77-04	N56200212648001000		GRAPHIC CARD, MATROX C680-E4GBF, 4 GB			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	619097-31	N56200213199010000		REDUD. MODULE QUINT-ORING/24DC/2X10/1X20			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	619097-31	N56200215155036000		REDUD. MODULE QUINT-ORING/24DC/2X10/1X20			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	619098-17	N56200213199011000		CAPACITOR, FILM, 1000V AC, 2400V DC, 1µF			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	619098-17	N56200215155039000		CAPACITOR, FILM, 1000V AC, 2400V DC, 1µF			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	702647-20-61	N56200218893001000		O RING, SIZE AS-568-206 484 ID X			EA	A-NU		78			0		
One Subsea - Berwick	One Subsea	77004494	N56200213199012000		ROOF MOUNTED CABINET EXHAUST FAN			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	77004494	N56200215155028000		ROOF MOUNTED CABINET EXHAUST FAN			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	77006739	N56200213199013000		KVM OVER IP SWITCH, DXK3-108, 8-PORT			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	77006739	N56200215155037000		KVM OVER IP SWITCH, DXK3-108, 8-PORT			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	7K-9034872	N56200213199014000		57-1X00 FLASH MEMORY CARD, 12 MB			EA	A-NU		1			0		
One Subsea - Berwick	One Subsea	CM-018106-15	123658-1		MOCK, PLATE ASSY, IWOCs, REM 12 WAY/ LINE			EA	C-UR		1			0		
Proserve - Houston	Proserve	71606.A			SIMULATOR,MFR:PROSERV,P/N:1191-05,TYP GENERATION 3 GAUGE,EQ	140528	MC 948 GUNFLINT									
Proserve - Houston	Proserve	71612.A			MODEL:PTG750		LONG LEAD	EA			1			10000		
Proserve - Houston	Proserve	71612.A			FRAME,MFR:PROSERV,P/N:065419,TYP SHIPPING,APPLI SUBSEA CONTROL	140528	MC 948 GUNFLINT				2			20000		
Proserve - Houston	Proserve	71574.A			MODULE; NOBLE GUNFLINT		LONG LEAD	EA			1			399.3		
Proserve - Houston	Proserve	71574.A			COMPUTER,MFR: HP,TYP MONITOR,RTNG N/A,DISPLAY ELITE LCD,SPEC SIZE: 23	140528	MC 948 GUNFLINT				1					
Proserve - Houston	Proserve	71574.A			IN		LONG LEAD	EA			1					
Proserve - Houston	Proserve	71573.A			CABLE,MFR: GISMA,TYP OCH SEM TEST,CONDUCTR DIA N/A,CONDUCTR QTY	140528	MC 948 GUNFLINT				1			2500		
Proserve - Houston	Proserve	71573.A			N/A,VOLT N/A,TERM TYP 611 PIN,SPEC W/ PIG TAILS, CONNECTION TYPE: MALE		LONG LEAD	EA			1					
Proserve - Houston	Proserve	71575.A			CONNECTOR,MFR: TEST-TRONIC,TYP TEST,DM N/A,CONN 1 TYP FEMALE,MATL	140528	MC 948 GUNFLINT				1			2000		
Proserve - Houston	Proserve	71575.A			N/A,MATL GR N/A,SPEC TERMINAL TYPE: (12) PIN		LONG LEAD	EA			1					
Proserve - Houston	Proserve	71604.A			SIMULATOR,MFR:PROSERV,P/N:033794MFR: SKOFLO	140528	MC 948 GUNFLINT				1			7500		
Proserve - Houston	Proserve	71604.A			CONNECTOR,MFR:PROSERV,P/N:094788,TYP TEST,APPLI UPC TOP ASSEMBLY,EQ		LONG LEAD	EA			1					
Proserve - Houston	Proserve	71610.A			MODEL:HYDRA-LIGHT 8FOSM	140528	MC 948 GUNFLINT				2			36167		
Proserve - Houston	Proserve	71617.A			VALVE, RELIEF-MFR:PROSERV,P/N:008701,PRESS RANGE 2.5-25000 PSI,SPCL		LONG LEAD	EA			6			411.38		
Proserve - Houston	Proserve	71617.A			FEATRS POWER- 1/4 HP	140528	MC 948 GUNFLINT				1					
Proserve - Houston	Proserve	71614.A			KIT,MFR:PROSERV,P/N:094966,TYP PRECHARGE,COMPRISING NITROGEN BOOSTER,		LONG LEAD	EA			1			10000		
Proserve - Houston	Proserve	71614.A			13500 PSI, MANUAL CHARGING PRESSURE SELECTOR, AIR PILOT SHUTDOWN	140528	MC 948 GUNFLINT				1					
Proserve - Houston	Proserve	71614.A			SWITCHES, CARBON STEEL OPEN SKID ON ROLL DOLLY		LONG LEAD	EA			1					
Proserve - Houston	Proserve	71615.A			KIT,MFR:PROSERV,P/N:098953,TYP PRECHARGE,COMPRISING NITROGEN BOOSTER,		LONG LEAD	EA			1			10000		
Proserve - Houston	Proserve	71615.A			4500 PSI MANUAL CHARGING PRESSURE SELECTOR, AIR PILOT SHUTDOWN	140528	MC 948 GUNFLINT				1			10000		
Proserve - Houston	Proserve	71615.A			SWITCHES, CARBON STEEL OPEN SKID ON ROLL DOLLY		LONG LEAD	EA			1					
Proserve - Houston	Proserve	71616.A			PUMP,MFR:PROSERV,P/N:077835,STG QTY 6,FLW RATE 5 GAL/MIN,INTL SZ 1-1/4		LONG LEAD	EA			1			5642		
Proserve - Houston	Proserve	71616.A			IN,INLET CONN TYP RF FLANGE,OUTLT SZ 1-1/4 IN,OUTLT CONN TYP RF	140528	MC 948 GUNFLINT				1					
Proserve - Houston	Proserve	72271.A			FLANGE,OPRTG PRESS 70 PSI,DRVR MOTOR		LONG LEAD	EA			2			44.08		
Proserve - Houston	Proserve	72271.A			BREAKER, CIRCUIT,MFR:PROSERV,P/N:AB8-MCB037-000,TYP MINI,AMP 10,POLES	140528	MC 948 GUNFLINT				2					
Proserve - Houston	Proserve	72271.A			2P,SPCL FEATRS TRIP CHARACTERISTICS: C		LONG LEAD	EA			2					
Proserve - Houston	Proserve	72296.A			BREAKER, CIRCUIT,MFR:PROSERV,P/N:AB8-RCB001-000,TYP RESIDUAL		LONG LEAD	EA			1			141.98		
Proserve - Houston	Proserve	72296.A			CURRENT,AMP 6,POLES 2P,SPCL FEATRS TRIP CHARACTERISTICS: C, 1P+ N	140528	MC 948 GUNFLINT				1					

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Proserve - Houston	Proserve	72317.A			BREAKER, CIRCUIT,MFR:PROSERV,PN:ABB-MCB026-000,TYP MINI,AMP 4,POLES 2P,SPCL FEATRS TRIP CHARACTERISTICS: C	140528	MC 948 GUNFLINT LONG LEAD	EA			2			47.64		
Proserve - Houston	Proserve	72328.A			CONTACT, AUXILIARY,MFR:PROSERV,PN:ABB-AC006-000MFR: ABB,CNTCT ARNGEMNT 1NO-1NC,SPEC SIDE MOUNT,APPLI S200 MINI CIRCUIT BREAKER	140528	MC 948 GUNFLINT LONG LEAD	EA			2			25.96		
Proserve - Houston	Proserve	72333.A			FUSE, CARTRIDGE,MFR:PROSERV,PN:MIS-ELE290-000,AMP 1,MATL GLASS,DIM DIA 5 X LG 20 mm,SPEC T LBC,TYP ANTI SURGE,PKG QTY 10	140528	MC 948 GUNFLINT LONG LEAD	EA			2			1.3		
Proserve - Houston	Proserve	72275.A			BREAKER, CIRCUIT,MFR:PROSERV,PN:ABB-MCB038-000,TYP MINI,AMP 1,POLES 2P,SPCL FEATRS TRIP CHARACTERISTICS: C	140528	MC 948 GUNFLINT LONG LEAD	EA			3			51.2		
Proserve - Houston	Proserve	72285.A			BREAKER, CIRCUIT,MFR:PROSERV,PN:ABB-MCB022-000,TYP MINI,AMP 2,VOLT 400,POLES 2P,WD 35 mm,LG 88 mm,SPCL FEATRS 0.250 KG, DP: 69 MM, ENCLOSURE: IP20, TRIP CHARACTERISTICS: C	140528	MC 948 GUNFLINT LONG LEAD	EA			3			54.34		
Proserve - Houston	Proserve	71613.A			UNIT,MFR:PROSERV,PN:065405,TYP ELECTRICAL POWER,SPCL FEATRS QTY: 5/BOX	140528	MC 948 GUNFLINT LONG LEAD	EA			1			49231		
Proserve - Houston	Proserve	62440.A			VALVE, BALL,MFR:PROSERV,PN:070578,CONN 1 SZ 1/2 IN,CONN 1 TYP FNPT,CL 10000 PSI,STYL 2-WAY	140528	MC 948 GUNFLINT LONG LEAD	EA			1			49.7		
Proserve - Houston	Proserve	72305.A			VALVE, RELIEF,MFR:PROSERV,PN:082577,CONN SZ 1/2 IN,CONN TYP FNPT,PRESS RANGE 10000 PSI,MN:RL50N	140528	MC 948 GUNFLINT LONG LEAD	EA			1			620.12		
Proserve - Houston	Proserve	72306.A			VALVE, RELIEF,MFR:PROSERV,PN:P000255,CONN SZ 3/8 X 3/8 IN,CONN TYP MP X FNPT,PRESS RANGE 20000 PSI,SET PRESS 16.5K PSI,BDY MATL SS,MATL GR 316,SFTGDS SEAL: BUNA N,SPCL FEATRS ADJUSTABLE (INTERNAL),MN:RL37	140528	MC 948 GUNFLINT LONG LEAD	EA			1			411.38		
Proserve - Houston	Proserve	72308.A			GAUGE, PRESSURE,MFR:PROSERV,PN:082557,PRESS RANGE 10000 PSI,DIAL SZ 2.5 IN,CONN SZ 1/4 IN,CONN TYP MNPT,CONN LCTN LOWER BACK,MNTG FCLTY PANEL,CASE MATL SS 316,FILLED GLYCERINE,SPCL FEATRS BUILT-IN SNUBBER, BLOWOUT BACK	140528	MC 948 GUNFLINT LONG LEAD	EA			1			166.02		
Proserve - Houston	Proserve	72309.A			GAUGE, PRESSURE,MFR:PROSERV,PN:082562,PRESS RANGE 10000 PSI,DIAL SZ 4 IN,CONN SZ 1/4 IN,CONN TYP MALE NPT,CONN LCTN LOWER BACK,MNTG FCLTY PANEL,CASE MATL SS 316,FILLED GLYCERINE,SPCL FEATRS BUILT-IN SNUBBER, BLOWOUT BACK	140528	MC 948 GUNFLINT LONG LEAD	EA			1			271.76		
Proserve - Houston	Proserve	72310.A			GAUGE, PRESSURE,MFR:PROSERV,PN:082564,PRESS RANGE 30000 PSI,DIAL SZ 4 IN,CONN SZ 1/4 IN,CONN TYP FEMALE HP,CONN LCTN LOWER BACK,MNTG FCLTY PANEL,CASE MATL SS 316,FILLED GLYCERINE,SPCL FEATRS BLOWOUT BACK	140528	MC 948 GUNFLINT LONG LEAD	EA			1			424.08		
Proserve - Houston	Proserve	72311.A			TRANSMITTER, PRESSURE,MFR:PROSERV,PN:081604,RANGE 330-10000 PSI,Q/P 4-20 mA,CONN SZ 1/4 IN,CONN TYP FEMALE NPT,DIAPH MATL SS 316,ELEC CONN 1/2 IN MALE NPT,SPCL FEATRS FM APPROVAL EXP	140528	MC 948 GUNFLINT LONG LEAD	EA			1			3290.36		
Proserve - Houston	Proserve	72312.A			TRANSMITTER, PRESSURE,MFR:PROSERV,PN:ROS-PT142-000,RANGE 660-20000 PSI,Q/P 4-20 mA,CONN SZ 1/4 IN,CONN TYP FEMALE NPT,DIAPH MATL SS 316,ELEC CONN 1/2 IN MALE NPT,SPCL FEATRS EXP	140528	MC 948 GUNFLINT LONG LEAD	EA			1			4057.44		
Proserve - Houston	Proserve	72313.A			VALVE, BALL,MFR:PROSERV,PN:081862,OPRTD LOCKING HANDLE,CONN 1 SZ 1 IN,CONN 1 TYP FEMALE NPT,BDY MATL SS,MATL GR 316,STYL 2 WAY,SFTGDS SEAL: PTFE,SPCL FEATRS PRESSURE: 6000 PSI	140528	MC 948 GUNFLINT LONG LEAD	EA			1			1220		
Proserve - Houston	Proserve	72314.A			VALVE, BALL,MFR:PROSERV,PN:P000263,CONN 1 SZ 3/8 IN,CONN 1 TYP FEMALE MP,BDY MATL SS,MATL GR 316,STYL 2 WAY,SFTGDS SEAL: BUNA,SPCL FEATRS PRESSURE: 20000 PSI	140528	MC 948 GUNFLINT LONG LEAD	EA			2			953.82		
Proserve - Houston	Proserve	72315.A			VALVE, NEEDLE,MFR:PROSERV,PN:076589,CONN 1 SZ 1/4 IN,CONN 1 TYP FEMALE NPT,DSGN RTNG 10000 PSI,MATL SS,MATL GR 316,SFTGDS SEAL: PTFE	140528	MC 948 GUNFLINT LONG LEAD	EA			2			175		
Proserve - Houston	Proserve	72316.A			VALVE, NEEDLE,MFR:PROSERV,PN:081602,CONN 1 SZ 1/4 IN,CONN 1 TYP FEMALE NPT,DSGN RTNG 10000 PSI,MATL SS,MATL GR 316,SFTGDS SEAL: PTFE,SPCL FEATRS PANEL MOUNT	140528	MC 948 GUNFLINT LONG LEAD	EA			1			358		
Proserve - Houston	Proserve	72318.A			VALVE, NEEDLE,MFR:PROSERV,PN:P003027,CONN 1 SZ 1/4 IN,CONN 1 TYP FEMALE MP,DSGN RTNG 20000 PSI,MATL SS,MATL GR 316,SFTGDS SEAL: TEFLON,SPCL FEATRS V STEM	140528	MC 948 GUNFLINT LONG LEAD	EA			2			241.26		
Proserve - Houston	Proserve	72319.A			VALVE, NEEDLE,MFR:PROSERV,PN:NV0504F02MSV10K,TYP DOUBLE BLOCK AND BLEED,CONN 1 SZ 1/4,CONN 1 TYP FEMALE MP,DSGN RTNG 10000 PSI,MATL SS,MATL GR 316,SFTGDS VITON ELASTOMER	140528	MC 948 GUNFLINT LONG LEAD	EA			1			248		
Proserve - Houston	Proserve	72320.A			VALVE, NEEDLE,MFR:PROSERV,PN:082374,TYP DOUBLE BLOCK AND BLEED, BALL,CONN 1 SZ 1/2 IN,CONN 1 TYP FEMALE NPT,CONN 2 SZ 1/4 IN,CONN 2 TYP FEMALE NPT VENT,DSGN RTNG 10000 PSI,MATL SS,MATL GR 316,SFTGDS SEAL: VITON	140528	MC 948 GUNFLINT LONG LEAD	EA			1			239.64		
Proserve - Houston	Proserve	72321.A			VALVE, NEEDLE,MFR:PROSERV,PN:082443,TYP DOUBLE BLOCK AND BLEED,CONN 1 SZ 1/4 IN,CONN 1 TYP FEMALE MP,CONN 2 SZ 1/4 IN,CONN 2 TYP FEMALE NPT (VENT),DSGN RTNG 15000 PSI,MATL SS,MATL GR 316,SFTGDS VITON ELASTOMER	140528	MC 948 GUNFLINT LONG LEAD	EA			1			438.66		
Proserve - Houston	Proserve	72322.A			VALVE, BALL,MFR:PROSERV,PN:P003028,CONN 1 SZ 1/4 IN,CONN 1 TYP FEMALE MP,BDY MATL SS,MATL GR 316,STYL 2 WAY,SFTGDS SEAL: VITON,SPCL FEATRS PRESSURE: 20000 PSI	140528	MC 948 GUNFLINT LONG LEAD	EA			1			654.68		
Proserve - Houston	Proserve	72323.A			FILTER, ELEMENT,MFR:PROSERV,PN:090650,PN:080236,FLTRNG RETN 3 MIC,FLTRNG MATL SS 316,SEAL MATL VITON,DIM 60 mm,PRESS RTNG 6500 PSI	140528	MC 948 GUNFLINT LONG LEAD	EA			1			232		
Proserve - Houston	Proserve	72324.A			FILTER, ELEMENT,MFR:PROSERV,PN:090654,PN:080816,FLTRNG RETN 10 MIC,FLTRNG MATL SS 316,SEAL MATL VITON,DIM 30 mm,PRESS RTNG 6500 PSI	140528	MC 948 GUNFLINT LONG LEAD	EA			1			245.1		
Proserve - Houston	Proserve	72325.A			FILTER, ELEMENT,MFR:PROSERV,PN:090655,PN:080833,FLTRNG RETN 10 MIC,FLTRNG MATL SS 316,SEAL MATL VITON,DIM 60 mm,PRESS RTNG 15000 PSI	140528	MC 948 GUNFLINT LONG LEAD	EA			1			416.1		
Proserve - Houston	Proserve	72326.A			KIT, REPAIR,MFR:PROSERV,PN:107553,PN:077832,APPLI BLADDER ACCUMULATOR (PRESSURE: 5000 PSI),REF-15 USG	140528	MC 948 GUNFLINT LONG LEAD	EA			1			860		
Proserve - Houston	Proserve	72327.A			FUSE,MFR:PROSERV,PN:075350,CL CC,AMP 1/8,VOLT 600 VDC	140528	MC 948 GUNFLINT LONG LEAD	EA			5			23.9		
Proserve - Houston	Proserve	72329.A			FUSE,MFR:PROSERV,PN:075404,CL CC,AMP 1,VOLT 600 VDC	140528	MC 948 GUNFLINT LONG LEAD	EA			5			18.68		
Proserve - Houston	Proserve	72330.A			FUSE,MFR:PROSERV,PN:060331,CL CC,AMP 2,VOLT 600 VDC	140528	MC 948 GUNFLINT LONG LEAD	EA			5			458.16		
Proserve - Houston	Proserve	72332.A			FUSE,MFR:PROSERV,PN:075806,CL CC,AMP 1/2,VOLT 600 VDC	140528	MC 948 GUNFLINT LONG LEAD	EA			5			5.7		
Proserve - Houston	Proserve	72331.A			FUSE,MFR:PROSERV,PN:078613,CL CC,AMP 10,VOLT 600 VDC	140528	MC 948 GUNFLINT LONG LEAD	EA			5			19.72		
Proserve - Houston	Proserve	71601.A			PLATE,MFR:PROSERV,PN:079441,APPLI WELDMENT; SCMMB DEBRIS COVER	140528	MC 948 GUNFLINT LONG LEAD	EA			1			2500		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Proserve - Houston	Proserve	72302.A			COMPUTER, PERSONAL,MFR:PROSERV,PN:090600,TYP WORKSTATION,DATA STRG CPCTY RAM 4 GB,HRD DRV 1 TB,OPTIONAL EXTRAS WIN 7 PROF,MFR:HP,MN:Z230 TOWER,REF:15	140528	MC 948 GUNFLINT LONG LEAD	EA			1		297.66			
Proserve - Houston	Proserve	72304.A			MONITOR, VIDEO,MFR:PROSERV,PN:090602MFR: HP,S2 23 IN,SPEC DISPLAY TYPE: LED ELITE	140528	MC 948 GUNFLINT LONG LEAD	EA			1		311.91			
Proserve - Houston	Proserve	72645.A			CARD, ELECTRONIC,MFR:PROSERV,PN:090601,TYP GRAPHICS,APPLI 2 GB,MN:HP NVIDIA NV5 510	140528	MC 948 GUNFLINT LONG LEAD	EA			1		159.43			
Proserve - Houston	Proserve	72272.A			DIODE,MFR:PROSERV,PN:ALB-TEDIO-000,TYP FORWARD BIAS TERMINAL SWITCH, NETWORK,MFR:PROSERV,PN:060330,PORT QTY (2) COPPER, (1) FIBER,MN:ETAP	140528	MC 948 GUNFLINT LONG LEAD	EA			1		11.7			
Proserve - Houston	Proserve	72273.A			SWITCH, NETWORK,MFR:PROSERV,PN:ROU-HUB8X-000,TYP ETHERNET, UNMANAGED,PORT QTY 8,VOLT 9.6-32 VDC,DIM WD 40 X HT 114 X DP 79 mm,SPCL FEATRS ENCLOSURE: IP30, 10/100TX, 177G	140528	MC 948 GUNFLINT LONG LEAD	EA			1		392.22			
Proserve - Houston	Proserve	72274.A			TRANSMITTER, TEMPERATURE,MFR:PROSERV,PN:PRE-TMP001-000,TYP 2 WIIRE, ROOM,RANGE 0-70 DEG C,O/P 4-20 mA,SUPPLY 8-35 VDC,SPCL FEATRS 95G, ENCLOSURE: IP30, DIMENSIONS: WD 121 X HT 70 X DP 25 MM	140528	MC 948 GUNFLINT LONG LEAD	EA			1		207.06			
Proserve - Houston	Proserve	72276.A			RELAY,MFR:PROSERV,PN:044871,COIL VOLT 24 VDC,CNTCT ARNGEMNT 1CO,SPEC POLE QTY: 2P, POLARITY, FREE WHEELING DIODE, LED, MANUAL OVERRIDE, USE WITH BASE REL-RB004-000 (VPN 5-12)	140528	MC 948 GUNFLINT LONG LEAD	EA			2		19.26			
Proserve - Houston	Proserve	72278.A			BASE, RELAY,MFR:PROSERV,PN:044865,EQ,MODEL:SERIES C12	140528	MC 948 GUNFLINT LONG LEAD	EA			2		8.26			
Proserve - Houston	Proserve	72279.A			FILTER,MFR:PROSERV,PN:RIT-PL004-010,TYP ASSEMBLY,APPLI BASE PLINTH (800 MM)	140528	MC 948 GUNFLINT LONG LEAD	EA			1		41.06			
Proserve - Houston	Proserve	72280.A			FAN, ELECTRIC,MFR:PROSERV,PN:069274MFR: RITTAL,AIR FLW CPCTY 800 m3/h,VOLT 115,WATT 170/225,AMP 1.5/2.2,HZ 50/60,MNTG FCLTY ROOF,SPCL FEATRS TEMPERATURE: 10-50 DEG C, WD 550 X HT 125 X DP 370 MM,APPLI TS TYPE CABINETS	140528	MC 948 GUNFLINT LONG LEAD	EA		1		532.34				
Proserve - Houston	Proserve	72281.A			THERMOSTAT,MFR:PROSERV,PN:RIT-ELE018-000MFR: SK,TYP INTERNAL ENCLOSURE,TEMP RINGE 5-60 DEG C,VOLT 230/115/60/48/24 VAC, 60/48/24 VDC,SPCL FEATRS 105G, WD 71 X HT 71 X DP 33.5 MM	140528	MC 948 GUNFLINT LONG LEAD	EA			1		36.52			
Proserve - Houston	Proserve	72282.A			LIGHT,MFR:PROSERV,PN:MIS-ELE330-000,TYP UNIVERSAL,SPEC MOUNTING: PANEL	140528	MC 948 GUNFLINT LONG LEAD	EA			1		236.88			
Proserve - Houston	Proserve	72283.A			POWER SUPPLY,MFR:PROSERV,PN:RSC-ELE005-000,TYP SWITCH MODE,I/P VOLT 230 VAC,O/P VOLT 24-28 VDC,POWER RTG 360,DIM WD 80 X LG 125 X DP 125 mm,MNTG FCLTY DIN RAIL,SPEC 1.1 KG, REMOTE ON/OFF AND DC OK OPTIONS BLOCK, TERMINAL,MFR:PROSERV,PN:WDM-TB053-000,TYP DOUBLE HIGH, FEED THROUGH,CLR BEIGE,MN:WDK2.5	140528	MC 948 GUNFLINT LONG LEAD	EA		1		371.26				
Proserve - Houston	Proserve	72284.A			BLOCK, TERMINAL,MFR:PROSERV,PN:WDM-TB053-000,TYP DOUBLE HIGH, FEED THROUGH,CLR BEIGE,MN:WDK2.5	140528	MC 948 GUNFLINT LONG LEAD	EA			5		6.16			
Proserve - Houston	Proserve	72286.A			BLOCK, TERMINAL,MFR:PROSERV,PN:WDM-TE006-000,MN:WDU4	140528	MC 948 GUNFLINT LONG LEAD	EA			1		216			
Proserve - Houston	Proserve	72287.A			MODULE,MFR:PROSERV,PN:ALB-CM013-000MFR: CONTROLLOGIX,TYP REDUNDANCY,SPCL FEATRS 0.29 KG, 1 SLOT WIDTH	140528	MC 948 GUNFLINT LONG LEAD	EA			1		2931.16			
Proserve - Houston	Proserve	72288.A			CABLE,MFR:PROSERV,PN:ALB-CM014-000MFR: CONTROLLOGIX,TYP REDUNDANCY,LG 1 m,SPEC USE WITH 1756-RM REDUNDANCY MODULES	140528	MC 948 GUNFLINT LONG LEAD	EA			1		98.02			
Proserve - Houston	Proserve	72289.A			CARD, ELECTRONIC,MFR:PROSERV,PN:PC40-30134-00,TYP ETHERNET,APPLI PLC,MN:EN2T	140528	MC 948 GUNFLINT LONG LEAD	EA			1		5116.6			
Proserve - Houston	Proserve	72290.A			MODULE,MFR:PROSERV,PN:ALB-EI121-000,TYP DUAL ETHERNET	140528	MC 948 GUNFLINT LONG LEAD	EA			1		1782.32			
Proserve - Houston	Proserve	72291.A			PROCESSOR,MFR:PROSERV,PN:ALB-EI127-000,MEMORY 8 MB,SPCL FEATRS COMMUNICATIONS X1 USB, 0.25KG, 1 SLOT WIDTH,MFR:CONTROLLOGIX,MN:5573	140528	MC 948 GUNFLINT LONG LEAD	EA			1		6635.36			
Proserve - Houston	Proserve	72292.A			POWER SUPPLY,MFR:PROSERV,PN:ALB-P0006-000MFR: CONTROLLOGIX,I/P VOLT 120/220 VAC,O/P VOLT 5-24 VDC,O/P CURRENT 2.8-10 A,POWER RTG 75 W CONVERTER, SIGNAL,MFR:PROSERV,PN:AMP-IS003-000MFR: DIGI ONE,TYP IAP ETHERNET/SERIAL,I/P 9-30 VDC,O/P 0.5 A,SPEC 64G, WD 23 X LG 120 X DP 101 mm	140528	MC 948 GUNFLINT LONG LEAD	EA		1		538.98				
Proserve - Houston	Proserve	72293.A			MODULE, COMMUNICATION,MFR:PROSERV,PN:ALB-EI094-000,TYP (32) WAY D/I,P 24 VDC,SPCL FEATRS WD 94 X HT 94 X DP 69 MM,APPLI TB32/TB32S	140528	MC 948 GUNFLINT LONG LEAD	EA			1		734.52			
Proserve - Houston	Proserve	72294.A			TERMINAL BASE,BRAND-FLEXLOGIX,BRAND-UNKNOWN	140528	MC 948 GUNFLINT LONG LEAD	EA			1		291.42			
Proserve - Houston	Proserve	72295.A			MODULE, COMMUNICATION,MFR:PROSERV,PN:ALB-EI095-000,TYP (32) WAY D/I,P 24 VDC,SPCL FEATRS WD 94 X HT 94 X DP 69 MM,APPLI TB32/TB32S	140528	MC 948 GUNFLINT LONG LEAD	EA			1		328.76			
Proserve - Houston	Proserve	72297.A			TERMINAL BASE,BRAND-FLEXLOGIX,BRAND-UNKNOWN	140528	MC 948 GUNFLINT LONG LEAD	EA			1		569.6			
Proserve - Houston	Proserve	72298.A			MODULE, COMMUNICATION,MFR:PROSERV,PN:ALB-EI096-000,TYP (8) WAY ALI,P 24 VDC,APPLI TB2/TB3/TB3S/TB3TS	140528	MC 948 GUNFLINT LONG LEAD	EA			1		408.24			
Proserve - Houston	Proserve	72299.A			MODULE,MFR:PROSERV,PN:ALB-EI122-000,ETHERNET/I,P 24 VDC,SPCL FEATRS QTY: 8,ADAPTOR, BRAND-FLEXLOGIX,BRAND-UNKNOWN	140528	MC 948 GUNFLINT LONG LEAD	EA			1					
Proserve - Houston	Proserve	72299.A			21.5" TOUCHSCREEN, MONITOR PANEL MOUNT. FPM-7211W-P3AE, PROSERV AX PN :055044			EA			1		0			
Proserve - Houston	Proserve	72300.A			COMPUTER, PERSONAL,MFR:PROSERV,PN:079233,MEMORY 8 GB,PROCSR CHIP TYP INTEL XEON,OPTIONAL EXTRAS IUI, RACK MOUNT, WINDOWS SERVER 2012, POWER: 250 W ,1600MHZ,500GB SATA 3.5-IN 7.2K RPM HARD DRIVE,2 X NIC RJ45 ETHERNET PORTS,REF:E3-1270 V3	140528	MC 948 GUNFLINT LONG LEAD	EA			1		4505.26			
Proserve - Houston	Proserve	72301.A			KEYBOARD,MFR:PROSERV,PN:RSC-KB002-000,TYP MICRO,CLR IVORY,WD 292,LG 1.5 m,CNCTR TYP USB,SPEC HT 30 X DP 161 MM, TRACK BALL	140528	MC 948 GUNFLINT LONG LEAD	EA			1		122.1			
Proserve - Houston	Proserve	72334.A			CONTACT, AUXILIARY,MFR:PROSERV,PN:054592,CNTCT ARNGEMNT 1NO,SPEC BOTTOM FITTED, ON/OFF SIGNAL,APPLI S200 MINI CIRCUIT BREAKER	140528	MC 948 GUNFLINT LONG LEAD	EA			3		30.52			
Proserve - Houston	Proserve	71605.A			ASSEMBLY:P004544 MFR:PROSERV,PN:065417,TYP DUMMY SCMMB FLUSHING PLATE,COMPRISING HOSE AND FITTINGS, SHIPPING FRAME AND RUNNING TOOL	140528	MC 948 GUNFLINT LONG LEAD	EA			1		132308			
Proserve - Houston	Proserve	71602.A			STATION,MFR:PROSERV,PN:075687,TYP TEST MASTER CONTROL,SPCL FEATRS 1EPU, 1TCPU, SINGLE PLC, W/ TEST LAPTOP,APPLI GUNFLINT	140528	MC 948 GUNFLINT LONG LEAD	EA			2 / One at Fieldwood Office		101685			
Proserve - Houston	Proserve	71611.A			HUB,MFR:PROSERV,PN:045367,TYP OPEN COMMUNICATION	140528	MC 948 GUNFLINT LONG LEAD	EA			1		593725			
Proserve - Houston	Proserve	71599.A			MODULE,MFR:PROSERV,PN:065403,TYP SUBSEA CONTROL,SPCL FEATRS 26 FUNCTION,APPLI NOBLE GUNFLINT,REF-SCM-002	140528	MC 948 GUNFLINT LONG LEAD	EA			1		728462			
Proserve - Houston	Proserve	71600.A			STAND,MFR:PROSERV,PN:065416,TYP TEST,SPCL FEATRS 26 FUNCTION, YIELD STRENGTH: 15/5 KSI,APPLI SUBSEA CONTROL MODULE	140528	MC 948 GUNFLINT LONG LEAD	EA			1		121538			
Superior - Houston	Superior Energy Services	TLS-002928-10	CS 2654	Storage			EW 826 A19	EA			1		795			
Superior - Houston	Superior Energy Services	TLD-002360-35	CS 2645	Storage			GC 200 TA9	EA			1		3494.4			
Superior - Houston	Superior Energy Services	TLD-002385-6	CS 2638	Storage			GC 200 TA3	EA			1		3494.4			

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Superior - Houston	Superior Energy Services	TLD-002385-8	CS 2639	Storage			GC 200 TA3	EA			1		3812.9			
Superior - Houston	Superior Energy Services	TLD-002385-7	CS 2640	Storage			GC 200 TA3	EA			1		3812.9			
Superior - Houston	Superior Energy Services	TLD-002385-13	CS 2641	Storage			GC 200 TA3	EA			1		3812.9			
Superior - Houston	Superior Energy Services	TLD-002385-14	CS 2642	Storage			GC 200 TA3	EA			1		4131.4			
Superior - Houston	Superior Energy Services	TLD-002360-32	CS 2643	Storage			GC 200 TA9	EA			1		3494.4			
Superior - Houston	Superior Energy Services	TLD-002360-33	CS 2644	Storage			GC 200 TA9	EA			1		4131.4			
Superior - Houston	Superior Energy Services	TLD-002360-36	CS 2646	Storage			GC 200 TA9	EA			1		4131.4			
Superior - Houston	Superior Energy Services	TLD-002360-41	CS 2600	Storage			GC 200 TA9	EA			1		9618.7			
Superior - Houston	Superior Energy Services	TLD-002360-42	CS 2601	Storage			GC 200 TA9	EA			1		9618.7			
Superior - Houston	Superior Energy Services	TLS-002928-9	CS 2620	Storage			EW 826 A19	EA			1		6685			
Superior - Houston	Superior Energy Services	TLS-002928-8	CS 2619	Storage			EW 826 A19	EA			1		9890			
Superior - Houston	Superior Energy Services	TLS-002928-7	CS 2618	Storage			EW 826 A19	EA			1		9890			
Superior - Houston	Superior Energy Services	TLS-002928-6	CS 2617	Storage			EW 826 A19	EA			1		1640			
Superior - Houston	Superior Energy Services	TLS-002928-5	CS 2616	Storage			EW 826 A19	EA			1		3695			
Superior - Houston	Superior Energy Services	TLS-002928-4	CS 2615	Storage			EW 826 A19	EA			1		9890			
Superior - Houston	Superior Energy Services	TLS-002928-3	CS 2614	Storage			EW 826 A19	EA			1		1640			
Superior - Houston	Superior Energy Services	TLS-002928-2	CS 2613	Storage			EW 826 A19	EA			1		1640			
Superior - Houston	Superior Energy Services	TLS-002928-1	CS 2612	Storage			EW 826 A19	EA			1		1640			
Superior - Houston	Superior Energy Services	TLD-002356-18	CS 2611	Storage			GC 200 TA2	EA			1		20183.8			
Superior - Houston	Superior Energy Services	TLD-002356-17	CS 2610	Storage			GC 200 TA2	EA			1		20183.8			
Superior - Houston	Superior Energy Services	TLD-002356-16	CS 2609	Storage			GC 200 TA2	EA			1		20183.8			
Superior - Houston	Superior Energy Services	TLD-002356-15	CS 2608	Storage			GC 200 TA2	EA			1		20183.8			
Superior - Houston	Superior Energy Services	TLD-002356-14	CS 2607	Storage			GC 200 TA2	EA			1		6770.4			
Superior - Houston	Superior Energy Services	TLD-002356-9	CS 2606	Storage			GC 200 TA2	EA			1		20183.8			
Superior - Houston	Superior Energy Services	TLD-002356-5	CS 2605	Storage			GC 200 TA2	EA			1		6770.4			
Superior - Houston	Superior Energy Services	TLD-002356-21	CS 2604	Storage			GC 200 TA2	EA			1		5359.9			
Superior - Houston	Superior Energy Services	TLD-002356-20	CS 2603	Storage			GC 200 TA2	EA			1		5359.9			
Superior - Houston	Superior Energy Services	TLD-002385-10	CS 2602	Storage			GC 200 TA3	EA			1		10637.9			
Superior - Houston	Superior Energy Services	W000688365		Staging			GC 200 TA2	EA			1		2303			
Superior - Houston	Superior Energy Services	W000688370		Staging			GC 200 TA2	EA			2		2303			
Superior - Houston	Superior Energy Services	W000685576		Storage			GC 200 TA9	EA			1		291584.5			
Superior - Houston	Superior Energy Services	31099117-01		Storage			GC 200 TA9	EA			1		4550			
Superior - Houston	Superior Energy Services	31102498-01		Storage			GC 200 TA9	EA			1		4550			
Superior - Houston	Superior Energy Services	W000685573		Storage			GC 200 TA9	EA			1		32714.5			
Superior - Houston	Superior Energy Services	31090933-01		Staging			GC 200 TA2	EA			1		4550			
Superior - Houston	Superior Energy Services	31090933-02		Staging			GC 200 TA2	EA			1		4550			
Superior - Houston	Superior Energy Services	W000688366		Staging			GC 200 TA2	EA			1		2303			
Superior - Houston	Superior Energy Services	W000688371		Staging			GC 200 TA2	EA			1		2303			
Superior - Houston	Superior Energy Services	W000688367		Staging			GC 200 TA2	EA			1		2303			
Superior - Houston	Superior Energy Services	W000688368		Staging			GC 200 TA2	EA			1		2303			
Superior - Houston	Superior Energy Services	W000688372		Staging			GC 200 TA2	EA			1		2303			
Superior - Houston	Superior Energy Services	W000688373		Staging			GC 200 TA2	EA			1		2303			
Superior - Houston	Superior Energy Services	W000685511		Storage			GC 200 TA2	EA			1		291854.5			
Superior - Houston	Superior Energy Services	W000685512		Storage			GC 200 TA2	EA			1		291854.5			
Superior - Houston	Superior Energy Services	TLS-002234-65	CS 1509	Storage			GC 109 A32	EA			1		6579			
Superior - Houston	Superior Energy Services	TLS-002234-64	CS 1861	Storage			GC 109 A32	EA			1		2297.55			
Superior - Houston	Superior Energy Services	TLS-002234-63	CS 1511	Storage			GC 109 A32	EA			1		4594.25			
Superior - Houston	Superior Energy Services	TLS-002234-56	CS 1507	Storage			GC 109 A32	EA			1		6579			
Superior - Houston	Superior Energy Services	TLS-002234-55	CS 1508	Storage			GC 109 A32	EA			1		6579			
Superior - Houston	Superior Energy Services	TLS-002102-15	CS 1538	Storage			EI 125 R1	EA			1		2327.5			
Superior - Houston	Superior Energy Services	TLS-002102-14	CS 1537	Storage			EI 125 R1	EA			1		2327.5			
Superior - Houston	Superior Energy Services	TLS-002102-12	CS 1536	Storage			EI 125 R1	EA			1		2327.5			
Superior - Houston	Superior Energy Services	TLS-002102-11	CS 1540	Storage			EI 125 R1	EA			1		2327.5			
Superior - Houston	Superior Energy Services	TLS-002102-10	CS 1541	Storage			EI 125 R1	EA			1		2327.5			
Superior - Houston	Superior Energy Services	TLS-002102-8	CS 1539	Storage			EI 125 R1	EA			1		2327.5			
Superior - Houston	Superior Energy Services	TLS-002102-7	CS 1535	Storage			EI 125 R1	EA			1		2327.5			
Superior - Houston	Superior Energy Services	TLS-002102-6	CS 1542	Storage			EI 125 R1	EA			1		2327.5			
Superior - Houston	Superior Energy Services	TLS-002102-5	CS 1543	Storage			EI 125 R1	EA			1		2327.5			
Superior - Houston	Superior Energy Services	TLS-001891-21	CS 1615	Storage			SP 62 D1	EA			1		6090			
Superior - Houston	Superior Energy Services	TLS-001891-20	CS 949	Storage			SP 62 D1	EA			1		13960			
Superior - Houston	Superior Energy Services	700151-01	CS 317	Storage			SS 258 J88	EA			1		11112			
Superior - Houston	Superior Energy Services	700151-03	CS 316	Storage			SS 258 J88	EA			1		11112			
Superior - Houston	Superior Energy Services	700151-02	CS 315	Storage			SS 258 J88	EA			1		11112			
Superior - Houston	Superior Energy Services	700151-04	CS 314	Storage			SS 258 J88	EA			1		11112			
Superior - Houston	Superior Energy Services	700097-19	CS 111	Storage			GC 65 A1	EA			1		5004			
Superior - Houston	Superior Energy Services	700097-02	CS 110	Storage			GC 65 A1	EA			1		5004			
Superior - Houston	Superior Energy Services	700097-01	CS 109	Storage			GC 65 A1	EA			1		5004			
Superior - Houston	Superior Energy Services	700097-05	CS 100	Storage			GC 65 A41	EA			1		720			
Superior - Houston	Superior Energy Services	700097-04	CS 99	Storage			GC 65 A41	EA			1		720			
Superior - Houston	Superior Energy Services	700097-03	CS 98	Storage			GC 65 A41	EA			1		720			
Superior - Houston	Superior Energy Services	700097-07	CS 106	Storage			GC 65 A41	EA			1		720			
Superior - Houston	Superior Energy Services	700097-06	CS 105	Storage			GC 65 A41	EA			1		720			
Superior - Houston	Superior Energy Services	700097-09	CS 108	Storage			GC 65 A41	EA			1		720			
Superior - Houston	Superior Energy Services	700097-08	CS 107	Storage			GC 65 A41	EA			1		720			
Superior - Houston	Superior Energy Services	700097-13	CS 104	Storage			GC 65 A41	EA			1		702			
Superior - Houston	Superior Energy Services	700097-12	CS 103	Storage			GC 65 A41	EA			1		702			
Superior - Houston	Superior Energy Services	700097-11	CS 102	Storage			GC 65 A41	EA			1		702			
Superior - Houston	Superior Energy Services	700097-10	CS 101	Storage			GC 65 A41	EA			1		702			
Superior - Houston	Superior Energy Services	700097-17	CS 97	Storage			GC 65 A41	EA			1		540			
Superior - Houston	Superior Energy Services	700097-16	CS 96	Storage			GC 65 A41	EA			1		540			
Superior - Houston	Superior Energy Services	700097-15	CS 94	Storage			GC 65 A41	EA			1		540			
Superior - Houston	Superior Energy Services	700097-14	CS 95	Storage			GC 65 A41	EA			1		540			
Superior - Houston	Superior Energy Services	700086-01	CS 2068	Storage			GC 65 A60	EA			1		10237.5			
Superior - Houston	Superior Energy Services	700086-2	CS 1086	Storage			GC 65 A60	EA			1		9652.5			
Superior - Houston	Superior Energy Services	TLS-002872-6	CS 2483	Storage			SM 280 H1	EA			1		3834			
Superior - Lafayette	Superior Energy Services	W000687151		Storage			W000687151	EA			1		4257			
Superior - Lafayette	Superior Energy Services	W000687139		Assembly			W000687139	EA	A		1		375			
Superior - Lafayette	Superior Energy Services	W000683833 (p)		Storage			W000683833 (p)	EA	B		2		1786			
Superior - Lafayette	Superior Energy Services	31099758-01		Staging				EA			1		5470.5			
Superior - Lafayette	Superior Energy Services	W000686995		Staging				EA			3		4378.5			
Superior - Lafayette	Superior Energy Services	W000686998		Staging				EA			3		4378.5			
Superior - Lafayette	Superior Energy Services	683517-01		Staging				EA			1		4595.5			
Superior - Lafayette	Superior Energy Services	W000683872		Staging				EA			1		6051.5			
Superior - Lafayette	Superior Energy Services	W000683871		Staging				EA			1		124778.5			

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Superior - Lafayette	Superior Energy Services	W000684280		Staging				EA			1		13919.5			
Superior - Lafayette	Superior Energy Services	W000690219		Staging				EA			1		18683			
Superior - Lafayette	Superior Energy Services	W000684437		Staging				EA			1		1543.5			
Superior - Lafayette	Superior Energy Services	W000683862		Staging				EA			1		4378.5			
Superior - Lafayette	Superior Energy Services	W000683878		Staging				EA			1		61530			
Superior - Lafayette	Superior Energy Services	W000690218		Staging				EA			1		18683			
Superior - Lafayette	Superior Energy Services	W000690781		Staging				EA	B		1		5652.5			
Superior - Lafayette	Superior Energy Services	W000690780		Staging				EA	B		1		13195			
Superior - Lafayette	Superior Energy Services	W0006779		Staging				EA	E		1		225697.5			
Superior - Lafayette	Superior Energy Services	W000690778		Staging				EA	A		1		6457.5			
Superior - Lafayette	Superior Energy Services	W000690777		Staging				EA	F		1		3500			
Superior - Lafayette	Superior Energy Services	W000691130		Staging				EA	A		1		22554			
Superior - Lafayette	Superior Energy Services	31102812		Staging				EA	E		8		2450			
Superior - Lafayette	Superior Energy Services	W000693128		Staging				EA	A		1		647500			
Superior - Lafayette	Superior Energy Services	W000688271 (p)		Storage				EA			15		1786			
Superior - Lafayette	Superior Energy Services	31100712-01		Staging				EA	B		1		3009			
Superior - Lafayette	Superior Energy Services	W000687141		Staging				EA	A		5		3543			
Superior - Lafayette	Superior Energy Services	31100714-02		Staging				EA	C		1		1701			
Superior - Lafayette	Superior Energy Services	W000687138		Staging				EA	B		1		3855			
Superior - Lafayette	Superior Energy Services	W000687071		Staging				EA	B		1		10548			
Superior - Lafayette	Superior Energy Services	W000687156		Staging				EA	A		1		2919			
Superior - Lafayette	Superior Energy Services	W000687676-02		Staging				EA	B		1		14046			
Superior - Lafayette	Superior Energy Services	W000687154		Staging				EA	B		1		2124			
Superior - Lafayette	Superior Energy Services	W000687675-02		Staging				EA	M		1		4545			
Superior - Lafayette	Superior Energy Services	W000688066		Staging				EA	A		1		5175			
Superior - Lafayette	Superior Energy Services	31101741-02		Staging				EA	A		1		7461			
Superior - Lafayette	Superior Energy Services	W000687153		Staging				EA	A		1		10320			
Superior - Lafayette	Superior Energy Services	31101733-01		Staging				EA	A		1		5196			
Superior - Lafayette	Superior Energy Services	W000687119		Staging				EA	F		1		1786			
Superior - Lafayette	Superior Energy Services	W000687133		Staging				EA	A		1		17100			
Superior - Lafayette	Superior Energy Services	W000687132		Staging				EA	A		1		17100			
Superior - Lafayette	Superior Energy Services	31100712-02		Staging				EA	B		1		3009			
Superior - Lafayette	Superior Energy Services	W000687131		Staging				EA	A		5		3543			
Superior - Lafayette	Superior Energy Services	31100714-01		Staging				EA	C		1		1701			
Superior - Lafayette	Superior Energy Services	W000687128		Staging				EA	B		1		3855			
Superior - Lafayette	Superior Energy Services	W000687126		Staging				EA	B		4		3855			
Superior - Lafayette	Superior Energy Services	W000687124		Staging				EA	B		1		3855			
Superior - Lafayette	Superior Energy Services	W000687125		Staging				EA	H		1		9270			
Superior - Lafayette	Superior Energy Services	W000687677-02		Staging				EA	B		1		10548			
Superior - Lafayette	Superior Energy Services	W000687150		Staging				EA	A		1		2919			
Superior - Lafayette	Superior Energy Services	W000687676-01		Staging				EA	B		1		14046			
Superior - Lafayette	Superior Energy Services	W000687149		Staging				EA	B		1		2124			
Superior - Lafayette	Superior Energy Services	W000687675-01		Staging				EA	M		1		4545			
Superior - Lafayette	Superior Energy Services	W000688062		Staging				EA	A		1		5175			
Superior - Lafayette	Superior Energy Services	31101741		Staging				EA	A		1		7461			
Superior - Lafayette	Superior Energy Services	W000687148		Staging				EA	A		1		10320			
Superior - Lafayette	Superior Energy Services	31100725-01		Staging				EA	A		1		4490.5			
Superior - Lafayette	Superior Energy Services	W000690721		Staging				EA	E		3		3080			
Superior - Lafayette	Superior Energy Services	31098789-11		Staging				EA	P		1		1067.5			
Superior - Lafayette	Superior Energy Services	31101195-04		Staging				EA	C		1		5568.5			
Superior - Lafayette	Superior Energy Services	W000690720		Staging				EA	D		1		10815			
Superior - Lafayette	Superior Energy Services	W000690719		Staging				EA	G		1		3920			
Superior - Lafayette	Superior Energy Services	W000690718		Staging				EA	J		1		6877.5			
Superior - Lafayette	Superior Energy Services	W000688070		Staging				EA	A		1		4368			
Superior - Lafayette	Superior Energy Services	31101741-01		Staging				EA	A		1		7293			
Superior - Lafayette	Superior Energy Services	31100764-02		Staging				EA	A		1		3078			
Superior - Lafayette	Superior Energy Services	W000687091		Staging				EA	B		1		2958			
Superior - Lafayette	Superior Energy Services	W000688068		Staging				EA	A		1		5205			
Superior - Lafayette	Superior Energy Services	31100721-01		Staging				EA	C		1		4773			
Superior - Lafayette	Superior Energy Services	W000687090		Staging				EA	D		1		9720			
Superior - Lafayette	Superior Energy Services	W000687089		Staging				EA	G		14		3360			
Superior - Lafayette	Superior Energy Services	31100766-02		Staging				EA	C		1		1035			
Superior - Lafayette	Superior Energy Services	W000688072		Staging				EA	B		1		46764			
Superior - Lafayette	Superior Energy Services	W000687088		Staging				EA	D		1		47871			
Superior - Lafayette	Superior Energy Services	W000687087		Staging				EA	B		1		13950			
Superior - Lafayette	Superior Energy Services	W000687086		Staging				EA	B		1		8853			
Superior - Lafayette	Superior Energy Services	W000673496-01		Staging				EA	E		1		5916			
Superior - Lafayette	Superior Energy Services	W000687085		Staging				EA	B		1		25599			
Superior - Lafayette	Superior Energy Services	W000687084		Staging				EA	B		1		5130			
Superior - Lafayette	Superior Energy Services	W000687083		Staging				EA	B		1		12728.5			
Superior - Lafayette	Superior Energy Services	W000687082		Staging				EA	B		1		17325			
Superior - Lafayette	Superior Energy Services	W000687081		Storage				EA	A		1		14133			
Superior - Lafayette	Superior Energy Services	W000687080		Staging				EA	A		1		13287			
Superior - Lafayette	Superior Energy Services	31100761-02		Staging				EA	C		1		4773			
Superior - Lafayette	Superior Energy Services	31098789-17		Staging				EA	P		1		915			
Superior - Lafayette	Superior Energy Services	31102937-01		Staging				EA	A		1		3849			
Superior - Lafayette	Superior Energy Services	W000687079		Staging				EA	E		3		2640			
Superior - Lafayette	Superior Energy Services	W000687078		Staging				EA	D		1		9270			
Superior - Lafayette	Superior Energy Services	W000687077		Staging				EA	G		3		3360			
Superior - Lafayette	Superior Energy Services	W000688069		Staging				EA	A		1		4368			
Superior - Lafayette	Superior Energy Services	31101741-02		Staging				EA	A		1		7293			
Superior - Lafayette	Superior Energy Services	31100764-01		Staging				EA	A		1		3078			
Superior - Lafayette	Superior Energy Services	W000687094		Staging				EA	B		4		2958			
Superior - Lafayette	Superior Energy Services	W000688067		Staging				EA	A		1		5205			
Superior - Lafayette	Superior Energy Services	31100761-01		Staging				EA	C		1		4773			
Superior - Lafayette	Superior Energy Services	W000687093		Staging				EA	B		1		9270			
Superior - Lafayette	Superior Energy Services	W000688071		Staging				EA	D		1		46764			
Superior - Lafayette	Superior Energy Services	W000687092		Staging				EA	G		14		3360			
Superior - Lafayette	Superior Energy Services	31100766-01		Staging				EA	1		1		1035			
Superior - Lafayette	Superior Energy Services	31101349-01		Staging				EA			1		8508.5			
Superior - Lafayette	Superior Energy Services	W000688253		Staging				EA			1		29865.5			
Superior - Lafayette	Superior Energy Services	W000684413-01		Staging				EA			1		6902			
Superior - Lafayette	Superior Energy Services	31101349-01		Staging				EA			1		5561.5			
Superior - Lafayette	Superior Energy Services	31101349-02		Staging				EA			1		5561.5			



Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Superior - Lafayette	Superior Energy Services	W000688800		Staging				EA			5		1786			
Superior - Lafayette	Superior Energy Services	31101104-02		Staging				EA			1		4018			
Superior - Lafayette	Superior Energy Services	31101104-03		Staging				EA			1		4018			
Superior - Lafayette	Superior Energy Services	31101104-01		Staging				EA			1		4018			
Superior - Lafayette	Superior Energy Services	3110069-01		Staging				EA			1		2905			
Superior - Lafayette	Superior Energy Services	W000688259		Staging				EA			1		2401			
Superior - Lafayette	Superior Energy Services	W000688269		Staging				EA			1		12477.5			
Superior - Lafayette	Superior Energy Services	W000681355-01		Staging				EA			1		34660.5			
Superior - Lafayette	Superior Energy Services	W000688268		Staging				EA			1		4161.5			
Superior - Lafayette	Superior Energy Services	W000688267		Staging				EA			1		2625			
Superior - Lafayette	Superior Energy Services	W000688266		Staging				EA			4		4658.5			
Superior - Lafayette	Superior Energy Services	W000688265		Staging				EA			1		1876			
Superior - Lafayette	Superior Energy Services	31068949-MA498-7		Staging				EA			1		8767.5			
Superior - Lafayette	Superior Energy Services	W000688264		Staging				EA			1		4595.5			
Superior - Lafayette	Superior Energy Services	W000688260		Staging				EA			3		3920			
Superior - Lafayette	Superior Energy Services	W000688263		Staging				EA			1		10815			
Superior - Lafayette	Superior Energy Services	31098789-13		Staging				EA			1		5568.5			
Superior - Lafayette	Superior Energy Services	31098789-13		Staging				EA			1		1067.5			
Superior - Lafayette	Superior Energy Services	31098789-04		Staging				EA			1		1067.5			
Superior - Lafayette	Superior Energy Services	W000688262		Staging				EA			6		3080			
Superior - Lafayette	Superior Energy Services	31100725-02		Staging				EA			1		4490.5			
Superior - Lafayette	Superior Energy Services	31100725-03		Staging				EA			1		4490.5			
Superior - Lafayette	Superior Energy Services	W000688261		Staging				EA			1		15501.5			
Superior - Lafayette	Superior Energy Services	W000688258		Staging				EA			1		16488.5			
Superior - Lafayette	Superior Energy Services	W000688608		Staging				EA			1		14651			
Superior - Lafayette	Superior Energy Services	W000688607		Staging				EA			1		14651			
Superior - Lafayette	Superior Energy Services	W000688606		Staging				EA			1		13828.5			
Superior - Lafayette	Superior Energy Services	W000688605		Staging				EA			1		13828.5			
Superior - Lafayette	Superior Energy Services	W000688257		Staging				EA			1		32113			
Superior - Lafayette	Superior Energy Services	W000688256		Staging				EA			1		37261			
Superior - Lafayette	Superior Energy Services	W000688255		Staging				EA			1		16387			
Superior - Lafayette	Superior Energy Services	W000688254		Staging				EA			1		29865.5			
Superior - Lafayette	Superior Energy Services	W000688252		Staging				EA			1		10328.5			
Superior - Lafayette	Superior Energy Services	31099394-01		Staging				EA			1		6902			
Superior - Lafayette	Superior Energy Services	W000688251		Staging				EA			1		10328.5			
Superior - Lafayette	Superior Energy Services	W000688250		Staging				EA			1		16275			
Superior - Lafayette	Superior Energy Services	W000688249		Staging				EA			1		16275			
Superior - Lafayette	Superior Energy Services	W000688248		Staging				EA			1		55849.5			
Superior - Lafayette	Superior Energy Services	W000688247		Staging				EA			1		55849.5			
Superior - Lafayette	Superior Energy Services	W000688246		Staging				EA			1		55849.5			
Superior - Lafayette	Superior Energy Services	31065836-13		Staging				EA			1		1067.5			
Superior - Lafayette	Superior Energy Services	W000687005		Staging				EA			1		2401			
Superior - Lafayette	Superior Energy Services	W000687001		Staging				EA			3		1786			
Superior - Lafayette	Superior Energy Services	31100215-03		Staging				EA			1		8508.5			
Superior - Lafayette	Superior Energy Services	31100215-02		Staging				EA			1		8508.5			
Superior - Lafayette	Superior Energy Services	31099396-01		Staging				EA			1		5568.5			
Superior - Lafayette	Superior Energy Services	W000687004		Staging				EA			1		10815			
Superior - Lafayette	Superior Energy Services	W000687003		Staging				EA			3		3920			
Superior - Lafayette	Superior Energy Services	W000686997		Staging				EA			1		2401			
Superior - Lafayette	Superior Energy Services	W000686996		Staging				EA			3		1786			
Superior - Lafayette	Superior Energy Services	31100215-01		Staging				EA			1		8508.5			
Superior - Lafayette	Superior Energy Services	31098272-02		Staging				EA			1		5887			
Superior - Lafayette	Superior Energy Services	W000683073		Staging				EA			6		1786			
Superior - Lafayette	Superior Energy Services	W000683075		Staging				EA			6		1786			
Superior - Lafayette	Superior Energy Services	W000683074		Staging				EA			6		1786			
Superior - Lafayette	Superior Energy Services	W000683067		Staging				EA			6		1786			
Superior - Lafayette	Superior Energy Services	W000683066		Staging				EA			6		1786			
Superior - Lafayette	Superior Energy Services	W000683068		Staging				EA			6		1786			
Superior - Lafayette	Superior Energy Services	W000683037		Staging				EA			1		5848.5			
Superior - Lafayette	Superior Energy Services	611827-19		Staging				EA			1		3307.5			
Superior - Lafayette	Superior Energy Services	W000683064		Staging				EA			1		14315			
Superior - Lafayette	Superior Energy Services	W000683035		Staging				EA			1		55849.5			
Superior - Lafayette	Superior Energy Services	W000683034		Staging				EA			1		16275			
Superior - Lafayette	Superior Energy Services	W000683033		Staging				EA			1		32406.5			
Superior - Lafayette	Superior Energy Services	673496-05		Staging				EA			1		6902			
Superior - Lafayette	Superior Energy Services	W000683031		Staging				EA			1		29865.5			
Superior - Lafayette	Superior Energy Services	W000683032		Staging				EA			1		5985			
Superior - Lafayette	Superior Energy Services	W000683030		Staging				EA			1		124401.2			
Superior - Lafayette	Superior Energy Services	W000683029		Staging				EA			1		20212.5			
Superior - Lafayette	Superior Energy Services	W000683027		Staging				EA			1		15501.5			
Superior - Lafayette	Superior Energy Services	683500-01		Staging				EA			1		4490.5			
Superior - Lafayette	Superior Energy Services	W000683025		Staging				EA			3		3080			
Superior - Lafayette	Superior Energy Services	W000683022		Staging				EA			1		4595.5			
Superior - Lafayette	Superior Energy Services	683517-02		Staging				EA			1		4595.5			
Superior - Lafayette	Superior Energy Services	W000683021		Staging				EA			1		6877.5			
Superior - Lafayette	Superior Energy Services	TLD-002362-3		Storage				EA			1		6585			
Superior - Lafayette	Superior Energy Services	TLD-002362-2		Storage				EA			1		4135			
Superior - Lafayette	Superior Energy Services	TLD-002362-1		Storage				EA			1		4135			
Superior - Lafayette	Superior Energy Services	31099788-02		Storage				EA			1		4689			
Superior - Lafayette	Superior Energy Services	W000684293		Storage				EA			1		6877.5			
Superior - Lafayette	Superior Energy Services	W000690407		Storage				EA			1		16014			
Superior - Lafayette	Superior Energy Services	W000690110		Storage				EA			1		1323			
Superior - Lafayette	Superior Energy Services	W000683904		Storage				EA			1		10328.5			
Superior - Lafayette	Superior Energy Services	W000683059		Assembly				EA			1		5985			
Superior - Lafayette	Superior Energy Services	W000683868		Storage				EA			1		19950			
Superior - Lafayette	Superior Energy Services	W000683868		Storage				EA			1		19950			
Superior - Lafayette	Superior Energy Services	W000684438		Storage				EA			1		1543.5			
Superior - Lafayette	Superior Energy Services	W000683852		Storage				EA			1		6051.5			
Superior - Lafayette	Superior Energy Services	W000683851		Storage				EA			1		124778.5			
Superior - Lafayette	Superior Energy Services	W000684270		Storage				EA			1		13919.5			
Superior - Lafayette	Superior Energy Services	W000684269		Storage				EA			1		77199.5			
Superior - Lafayette	Superior Energy Services	31099274-05		Storage				EA			1		4144			
Superior - Lafayette	Superior Energy Services	W000683850		Storage				EA			4		1786			
Superior - Lafayette	Superior Energy Services	W000683849		Storage				EA			1		6877.5			



Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Superior - Lafayette	Superior Energy Services	W000687045		Storage				EA			1		12040			
Superior - Lafayette	Superior Energy Services	W000683848		Storage				EA			14		4095			
Superior - Lafayette	Superior Energy Services	W000687044		Storage				EA			1		10815			
Superior - Lafayette	Superior Energy Services	W000683847		Storage				EA			1		67392.5			
Superior - Lafayette	Superior Energy Services	W000683846		Storage				EA			1		16387			
Superior - Lafayette	Superior Energy Services	W000683845		Storage				EA			1		37261			
Superior - Lafayette	Superior Energy Services	W000684275		Storage				EA			1		32123			
Superior - Lafayette	Superior Energy Services	W000683844		Storage				EA			1		6051.5			
Superior - Lafayette	Superior Energy Services	W000683843		Storage				EA			1		124778.5			
Superior - Lafayette	Superior Energy Services	W000684723		Storage				EA			1		77199.5			
Superior - Lafayette	Superior Energy Services	W000684272		Storage				EA			1		13919.5			
Superior - Lafayette	Superior Energy Services	W000683842		Storage				EA			1		19950			
Superior - Lafayette	Superior Energy Services	W000683834		Storage				EA			1		10815			
Superior - Lafayette	Superior Energy Services	31099274-02		Storage				EA			1		4144			
Superior - Lafayette	Superior Energy Services	W000683831		Storage				EA			1		6877.5			
Superior - Lafayette	Superior Energy Services	W000683832		Storage				EA			14		4095			
Superior - Lafayette	Superior Energy Services	31099228-02		Storage				EA			1		5708.5			
Superior - Lafayette	Superior Energy Services	W000683903		Storage				EA			1		33575.5			
Superior - Lafayette	Superior Energy Services	W000683902		Storage				EA			1		2460.5			
Superior - Lafayette	Superior Energy Services	W000683901		Storage				EA			1		14315			
Superior - Lafayette	Superior Energy Services	31099228-01		Storage				EA			1		5708.5			
Superior - Lafayette	Superior Energy Services	W000683900		Storage				EA			1		33575.5			
Superior - Lafayette	Superior Energy Services	W000683899		Storage				EA			1		2460.5			
Superior - Lafayette	Superior Energy Services	W000683898		Storage				EA			1		14315			
Superior - Lafayette	Superior Energy Services	W000683914		Storage				EA			1		127228.5			
Superior - Lafayette	Superior Energy Services	W000683913		Storage				EA			1		20212.5			
Superior - Lafayette	Superior Energy Services	W000686388		Storage				EA			1		8767.5			
Superior - Lafayette	Superior Energy Services	W000683897		Storage				EA			1		1876			
Superior - Lafayette	Superior Energy Services	W000683109		Staging				EA			1		13387.5			
Superior - Lafayette	Superior Energy Services	W000683100		Staging				EA			1		13387.5			
Superior - Lafayette	Superior Energy Services	W000683108		Staging				EA			1		6037.5			
Superior - Lafayette	Superior Energy Services	W000683099		Staging				EA			1		6037.5			
Superior - Lafayette	Superior Energy Services	683271-02		Staging				EA			1		34660.5			
Superior - Lafayette	Superior Energy Services	W000683107		Staging				EA			1		4161.5			
Superior - Lafayette	Superior Energy Services	W000683104		Staging				EA			1		5848.5			
Superior - Lafayette	Superior Energy Services	W000683101		Staging				EA			4		4658.5			
Superior - Lafayette	Superior Energy Services	683271-01		Staging				EA			1		34660.5			
Superior - Lafayette	Superior Energy Services	W000683098		Staging				EA			1		4161.5			
Superior - Lafayette	Superior Energy Services	685354-01		Staging				EA			1		16387			
Superior - Lafayette	Superior Energy Services	W000683097		Staging				EA			1		4081			
Superior - Lafayette	Superior Energy Services	W000683096		Staging				EA			1		55849.5			
Superior - Lafayette	Superior Energy Services	W000683095		Staging				EA			1		14315			
Superior - Lafayette	Superior Energy Services	683514-03		Staging				EA			1		3307.5			
Superior - Lafayette	Superior Energy Services	W000683094		Staging				EA			1		5848.5			
Superior - Lafayette	Superior Energy Services	W000683093		Staging				EA			4		1786			
Superior - Lafayette	Superior Energy Services	W000683092		Staging				EA			4		4658.5			
Superior - Lafayette	Superior Energy Services	W000683056		Staging				EA			1		16488.5			
Superior - Lafayette	Superior Energy Services	W000683049		Staging				EA			1		4595.5			
Superior - Lafayette	Superior Energy Services	31068948-MA498-2		Staging				EA			1		8767.5			
Superior - Lafayette	Superior Energy Services	W000683020		Staging				EA			1		1876			
Superior - Lafayette	Superior Energy Services	TLS-002872-8		Assembly				EA			1		6972			
Superior - Lafayette	Superior Energy Services	TLS-002872-7		Assembly				EA			1		12285			
Technip - Broussard	Technip FMC	JO-66490-02	JO-66490-02	Assembly	INSTRUMENT FLANGE BODY, 3 1/16 15K DRILL			EA			1		0			
Technip - Broussard	Technip FMC	PF1-056577	PF1-056577	203111 TRNSFR FR FMC HOU	CM-1, 13 3/8 TIEBACK ADAPTER ASSY, 13 5/			EA			1		0			
Technip - Broussard	Technip FMC	2009-07-133T	2009-07-133T	203064	TUBING HEAD ASSY, TCM-ET 9 3/4 HPE BTM P			EA			1		0			
Technip - Broussard	Technip FMC	RMC100984-L	RMC100984-L	203027	TERMINATING FLANGE ASSY, 1-18K BX-SPLC P			EA			1		0			
Technip - Broussard	Technip FMC	RMC99784-L	RMC99784-L	203008	TERMINATING FLANGE ASSY, 1-18K BX-SPLC P			EA			1		3900			
Technip - Broussard	Technip FMC	2009-07-15T	2009-07-15T		1 13/16"-15K, Manual GV Assy			EA			1		0			
Technip - Broussard	Technip FMC	2005-07-801H	2005-07-801H	203008	GV ASSY SURFACE, M150 VLT, FE 3 1/16-15K			EA			1		9750			
Technip - Broussard	Technip FMC	2006-06-62T	2006-06-62T	203027	GV ASSY SURFACE, M150 VLT, FE 3 1/16-15K			EA			1		0			
Technip - Broussard	Technip FMC	2006-06-61T	2006-06-61T	203027	GV ASSY SURFACE, M150 VLT, FE 3 1/16-15K			EA			1		0			
Technip - Broussard	Technip FMC	F22554-01	F22554-01	203008	BLIND FLANGE, 3 1/16-15K FLG, FF, PSL 2			EA			1		560			
Technip - Broussard	Technip FMC	300024518	300024518	203008	TREE CAP ADAPTER, 8-11-AO, ASSY, 3 1/16-			EA			1		4980			
Technip - Broussard	Technip FMC	12506-01	12506-01	203027	TREE CAP ADAPTER, 8-11-AO, ASSY, 3 1/16-			EA			1		0			
Technip - Broussard	Technip FMC	WOR34626-01	WOR34626-01	203027	CROSS ASSY, C-600 (STDD), 3 1/16 15K API			EA			1		8994.32			
Technip - Broussard	Technip FMC	HT-5524-1	HT-5524-1	203008	CROSS ASSY, C-600 (STDD), 3 1/16 15K API			EA			1		3166			
Technip - Broussard	Technip FMC	62661-13	62661-13	203110 TRNSFR FR FMC HOU	MQC 12 LONG TERM PROTECTION CAP W/OUT RO			EA			1		0			
Technip - Broussard	Technip FMC	HO32321-02	HO32321-02	RMA203281	TREE CAP ASSY, HES STYLE, SPLC, 7-1/16			EA			1		0			
Technip - Broussard	Technip FMC	HO32334-02	HO32334-02	RMA203281	170 VALVE ASSY, CM-1 PRODUCTION TREE, 2X			EA			1		0			
Technip - Broussard	Technip FMC	R0261196	R0261196	203110 TRNSFR FR FMC HOU	CM-1, 9 5/8 TIEBACK ADAPTER ASSY, 9 5/8			EA			1		0			
Technip - Broussard	Technip FMC	98-1117H	98-1117H	RMA203281	GV ASSY, 5/5, M130, FE, ACTD, 3 1/16 10K			EA			1		0			
Technip - Broussard	Technip FMC	LAF6711	LAF6711	RMA203281	OBS-CM-1, TUBING HEAD ASSY, SUPER PART,			EA			1		0			
Technip - Broussard	Technip FMC	98-1209-H	98-1209-H	RMA203281	ANNULUS WING VALVE BLOCK ASSY, SUBSEA M1			EA			1		0			
Technip - Broussard	Technip FMC	HO32390-01	HO32390-01	RMA203281	OBS-CM-1, TUBING HANGER ASSY, 9.295/9.28			EA			1		0			
Technip - Broussard	Technip FMC	HO32433-02	HO32433-02	RMA203281	OBS-CM-1, 13 5/8-SK CLAMP HUB (MOD) TOP			EA			1		0			
Technip - Broussard	Technip FMC	MWS84993-01	MWS84993-01	RMA203281	BLIND FLANGE, 1-12.5K FLG, HH, PSL 3, P-			EA			1		0			
Technip - Broussard	Technip FMC	MWS84993-09	MWS84993-09	RMA203281	BLIND FLANGE, 1-12.5K FLG, HH, PSL 3, P-			EA			1		0			
Technip - Broussard	Technip FMC	HO21732-02	HO21732-02	203059	TEE ASSEMBLY, T-608, 3 1/16-10000 X 2 9/			EA			1		0			
Technip - Broussard	Technip FMC	WO-21575-01	WO-21575-01	RMA203128	TEE ASSEMBLY, T-608, 3 1/16-10000 X 2 9/			EA			1		0			
Technip - Broussard	Technip FMC	1054891-2	1054891-2	203110 TRNSFR FR FMC HOU	HOSE AND CONNECTOR ASSY, 1 X 1 LEGS, F/			EA			1		0			
Technip - Broussard	Technip FMC	1054892-2	1054892-2	203110 TRNSFR FR FMC HOU	HOSE AND CONNECTOR ASSY, 1 X 2 LEGS, F/			EA			1		0			
Technip - Broussard	Technip FMC	1054890-2	1054890-2	203110 TRNSFR FR FMC HOU	SENSOR ASSY, 4-20 MA, W/ PRESSURE TRANS			EA			1		0			
Technip - Broussard	Technip FMC	1054889-2	1054889-2	203110 TRNSFR FR FMC HOU	SENSOR ASSY, 4-20 MA, W/ PT/TT AND 4-WAY			EA			1		0			
Technip - Broussard	Technip FMC	2008-10-09165	2008-10-09165	203110 TRNSFR FR FMC HOU	CM-1, COMPOSITE TREE SUPER ASSY, 10K WP,			EA			1		0			
Technip - Broussard	Technip FMC	2009-03-77T	2009-03-77T	203110 TRNSFR FR FMC HOU	CM-1, TUBING HEAD ASSY, 13 5/8-SK SL-II			EA			1		0			
Technip - Broussard	Technip FMC	AM1252-01	AM1252-01	203110 TRNSFR FR FMC HOU	CM-1, TUBING HANGER ASSY, 3 1/2 (B 3 1/8)			EA			1		0			
Technip - Broussard	Technip FMC	AD22144-01	AD22144-01	203110 TRNSFR FR FMC HOU	CROSSOVER JOINT, 20 API BC THD PIN TOP X			EA			1		0			
Technip - Broussard	Technip FMC	PF1061348	PF1061348	203008	TUBING HANGER ASSY, TC-1A-EMS, 11 FLG, 1			EA			1		0			
Technip - Broussard	Technip FMC	030373-01-01	030373-01-01	203027	TUBING HANGER ASSY, TC-1A-EMS, 11 FLG, 3			EA			1		0			
Technip - Broussard	Technip FMC	D0710001-08	D0710001-08	203110 TRNSFR FR FMC HOU	SD-1, BUTTWELD SUB, 30, 26.385 MIN ID, D			EA			1		0			
Technip - Broussard	Technip FMC	AD-21319-01	AD-21319-01	RMA203237	ADAPTER BODY, A-4-M, 11-15K STDD BTM X 3			EA			1		0			
Technip - Broussard	Technip FMC	PF1058777	PF1058777	203111 TRNSFR FR FMC HOU	CROSSOVER JOINT, 9 5/8 (47.00 LB/FT) BC			EA			1		0			
Technip - Broussard	Technip FMC	PF1058778	PF1058778	203110 TRNSFR FR FMC HOU	CROSSOVER JOINT, 9 5/8 (47.00 LB/FT) BC			EA			1		0			
Technip - Broussard	Technip FMC	PF1057990	PF1057990	203111 TRNSFR FR FMC HOU	CROSSOVER JOINT, 13 3/8 (68.00 LB/FT) BC			EA			1		0			

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Technip - Broussard	Technip FMC	PF1057991	PF1057991	203110 TRNSFR FR FMC HOU	CROSSOVER JOINT, 13 3/8" (68.00 LB/FT) BC			EA			1			0		
Technip - Broussard	Technip FMC	HN-27639-58	HN-27639-58	203110 TRNSFR FR FMC HOU	X-MAS TREE, HYDRAULIC CONTROLS KIT, F/ T			EA			1			0		
Technip - Broussard	Technip FMC	2006-06-183T	2006-06-183T	203027	GV ASSY SURFACE, M150, FE 3 1/16-15K, RE			EA			1			18556.69		
Technip - Broussard	Technip FMC	2006-06-250T	2006-06-250T	203027	GV ASSY SURFACE, M150, FE 3 1/16-15K, RE			EA			1			18556.69		
Technip - Broussard	Technip FMC	2005-09-32T	2005-09-32T	203008	GV ASSY SURFACE, M150, FE 3 1/16-15K, RE			EA			1			6210		
Technip - Broussard	Technip FMC	PF1044523	PF1044523	203027	INSTRUMENT FLANGE BODY, 3 1/16 15K DRILL			EA			1			2185.39		
Technip - Broussard	Technip FMC	PF1044524	PF1044524	203027	INSTRUMENT FLANGE BODY, 3 1/16 15K DRILL			EA			1			2185.39		
Technip - Broussard	Technip FMC	PF1038246-001	PF1038246-001	203008	INSTRUMENT FLANGE BODY, 3 1/16 15K DRILL			EA			1			778		
Technip - Broussard	Technip FMC	PF1038246-003	PF1038246-003	203008	INSTRUMENT FLANGE BODY, 3 1/16 15K DRILL			EA			1			778		
Technip - Broussard	Technip FMC	2006-06-72T	2006-06-72T	203027	LOWER MASTER BLOCK VALVE, ASSY, S1, 3 1/2"			EA			1			65461.23		
Technip - Broussard	Technip FMC	2005-09-189T	2005-09-189T	203008	LOWER MASTER BLOCK VALVE, ASSY, S1, 3 1/2"			EA			1			23700		
Technip - Broussard	Technip FMC	HN-P3576	HN-P3576	203008	TUBING HANGER ASSY, TC-1A-EMS, 11 FLG, 3			EA			1			18960		
Technip - Broussard	Technip FMC	LAf6589	LAf6589	RMA203122	TUBING HEAD TCM 11" 10K FLG BTM X 7-1/16"			EA			1			0		
Technip - Broussard	Technip FMC	LAf6590	LAf6590	RMA203122	TUBING HEAD OCT 7-1/16" 10K X 3-1/16"			EA			1			0		
Technip - Broussard	Technip FMC	LAf6596	LAf6596	RMA203122	TREE CAP BODY 3" 10K			EA			1			0		
Technip - Broussard	Technip FMC	GA3186/1501/7/1	GA3186/1501/7/1	RMA203281	PACSON VALVE			EA			1			0		
Technip - Broussard	Technip FMC	LAf6712	LAf6712	RMA203281	PACSON VALVE			EA			1			0		
Technip - Broussard	Technip FMC	GA3186/1501/1/6	GA3186/1501/1/6	RMA203281	PACSON VALVE			EA			1			0		
Technip - Broussard	Technip FMC	GA3186/1501/1/10	GA3186/1501/1/10	RMA203281	PACSON VALVE			EA			1			0		
Technip - Broussard	Technip FMC	771965-1	771965-1	RMA203122	GATE VALVE ASSY 3-1/16" 10K WKM M2 MANUA			EA			1			0		
Technip - Broussard	Technip FMC	13530-4	13530-4	RMA203122	GATE VALVE ASSY 3-1/16 10K W/AXELSON ACT			EA			1			0		
Technip - Broussard	Technip FMC	429123	429123	RMA203122	GATE VALVE ASSY 3-1/16 10K MANUAL WKM M2			EA			1			0		
Technip - Broussard	Technip FMC	5005180-5	5005180-5	RMA203122	GATE VALVE ASSY 2-9/16" 10K MANUAL VETCO			EA			1			0		
Technip - Broussard	Technip FMC	480655-1	480655-1	RMA203122	GATE VALVE ASSY 2-9/16 10K MANUAL M1 WKM			EA			1			0		
Technip - Broussard	Technip FMC	LAf6739	LAf6739	RMA203122	GATE VALVE ASSY 1-13/16" 10K MANUAL WKM			EA			1			0		
Technip - Broussard	Technip FMC	LAf6738	LAf6738	RMA203122	GATE VALVE ASSY 1-13/16" 10K MANUAL OTIS			EA			1			0		
Technip - Broussard	Technip FMC	LAf6595	LAf6595	RMA203122	DOUBLE STDD ADAPTER 2-9/16" 10K X			EA			1			0		
Technip - Broussard	Technip FMC	LAf6592	LAf6592	RMA203122	DOUBLE STDD ADAPTER 2-9/16 10K X			EA			1			0		
Technip - Broussard	Technip FMC	CC191267/1	CC191267/1	203018	CHOKE ASSY, POS. 3 1/16 15K FLG INLET X			EA			1			0		
Technip - Broussard	Technip FMC	LAf6496	LAf6496	203059	CHOKE ASSY, ADI 2 9/16 10K FLG INLET/ FL			EA			1			0		
Technip - Broussard	Technip FMC	AO-0041	AO-0041	203027	CHOKE ASSY, ADI 3 1/15K FLG, INLET X FLG, O			EA			1			0		
Technip - Broussard	Technip FMC	LAf6593	LAf6593	RMA203122	CHOKE ASSY POS 1-13/16" 10K x FLG INLET			EA			1			0		
Technip - Broussard	Technip FMC	95-02137H	95-02137H	155851	OBSOLETE & NOT REPLACED - 14D GV ASSY FE			EA			1			0		
Technip - Broussard	Technip FMC	95-11193-H	95-11193-H	RMA203128	OBSOLETE & NOT REPLACED - 14D GV ASSY FE			EA			1			0		
Technip - Broussard	Technip FMC	98-01139H	98-01139H	155851	*** OBSOLETE AND REPLACED BY P168609 ***			EA			1			0		
Technip - Broussard	Technip FMC	97-03106-H	97-03106-H	RMA203128	*** OBSOLETE AND REPLACED BY P168609 ***			EA			1			0		
Technip - Broussard	Technip FMC	95-03140H	95-03140H	155851	GV ASSY MOD130 3-1/16 FB			EA			1			0		
Technip - Broussard	Technip FMC	97-02113-H	97-02113-H	RMA203128	GV ASSY MOD130 3-1/16 FB			EA			1			0		
Technip - Broussard	Technip FMC	97-02114-H	97-02114-H	RMA203128	GV ASSY MOD130 3-1/16 FB			EA			1			0		
Technip - Broussard	Technip FMC	LAf6495	LAf6495	155851	GV ASSY SURFACE, M130, FE 2 9/16-10K, PR			EA			1			0		
Technip - Broussard	Technip FMC	97-02123-H	97-02123-H	RMA203128	GV ASSY SURFACE, M130, FE 2 9/16-10K, PR			EA			1			0		
Technip - Broussard	Technip FMC	2007-08-106H	2007-08-106H	203111 TRNSFR FR FMC HOU	MQC6 INBOARD ASSEMBLY MINI (3)PSL NA, 1Q			EA			1			0		
Technip - Broussard	Technip FMC	RMCI101750-A-01	RMCI101750-A-01	203111 TRNSFR FR FMC HOU	SD-1, TIEBACK SUB, ASSY, 9 5/8, 9 5/8 BC			EA			1			0		
Technip - Broussard	Technip FMC	HO45569	MO893-02	203110 TRNSFR FR FMC HOU	SD-1, TIEBACK SUB, ASSY, 9 5/8, 9 5/8 BC			EA			1			0		
Technip - Broussard	Technip FMC	RMCI101750-A-02	RMCI101750-A-02	203110 TRNSFR FR FMC HOU	SD-1, ASSEMBLY, TIEBACK SUB, 7", W/7" AP			EA			1			0		
Technip - Broussard	Technip FMC	RMCI103989-02	RMCI103989-02	203111 TRNSFR FR FMC HOU	SD-1, CASING HANGER, ASSY, 9 5/8 X 7, 7			EA			1			0		
Technip - Broussard	Technip FMC	RMCI103989-01	RMCI103989-01	203110 TRNSFR FR FMC HOU	SD-1, CASING HANGER, ASSY, 9 5/8 X 7, 7			EA			1			0		
Technip - Broussard	Technip FMC	2006-09-104-2	HN:200609104-2	203111 TRNSFR FR FMC HOU	SD-1, CASING HANGER, ASSY, 13 3/8 X 9 5/8			EA			1			0		
Technip - Broussard	Technip FMC	2006-09-096-7	2006-09-096-7	203111 TRNSFR FR FMC HOU	SD-1, CASING HANGER, ASSY, 20 X 13 3/8,			EA			1			0		
Technip - Broussard	Technip FMC	HE0612015-3MT	HE0612015-3MT	203111 TRNSFR FR FMC HOU	SD-1, CASING HANGER, ASSY, 30 X 20, 20 B			EA			1			0		
Technip - Broussard	Technip FMC	HO29400	HO29400	RMA203128	ADPTR ASSY, A-4-M, 11 10K STD'D BTM X 3			EA			1			0		
TIW - Houston	TIW Corporation	3-633156CP	13A00109	HD A08C	525-SV FLOAT COLLAR 5 21.4# P-110 EC (125KSI) ULTRA-FJ BOX X PIN			EA			1			0		
TIW - Houston	TIW Corporation	3-633156CP	13A00110	HD A08C	525-SV FLOAT COLLAR 5 21.4# P-110 EC (125KSI) ULTRA-FJ BOX X PIN			EA			1			0		
TIW - Houston	TIW Corporation	3-633157CP	13A00111	HD A12D	526-DV NON-AUTOFILL SETSHOE 521.4# P-110 EC (125KSI) ULTRA-FJ BOX X AL			EA			1			0		
TIW - Houston	TIW Corporation	3-633157CP	13A00112	HD A12D	526-DV NON-AUTOFILL SETSHOE 521.4# P-110 EC (125KSI) ULTRA-FJ BOX X AL			EA			1			0		
TIW - Houston	TIW Corporation	3-108383CP	08E02274	HD A26C	BLADED NOSE W/SIDE PORTS (1-PC)			EA			1			0		
TIW - Houston	TIW Corporation	3-119720CP	13A00100	HD A26C	RP SPLINE SUB X-PAK 5 21.4# P-110 EC (125KSI) ULTRA-FJ BXP W/5.875 OD			EA			1			0		
TIW - Houston	TIW Corporation	3-633154CP	13A00097	HD A26C	RP SPLINE SUB X-PAK 5 21.4# P-110 EC (125KSI) ULTRA-FJ BOX X PIN F/UPR-C & W/5.500 OD			EA			1			0		
TIW - Houston	TIW Corporation	3-633154CP	13A00098	HD A26C	X-PAK LNR HGR 5 21.4# P-110 EC (125KSI) ULT-FJ PIN X 7 42.7# *COLLET #110515* (F/14" STROKE TL)			EA			1			0		
TIW - Houston	TIW Corporation	3-633154CP	13A00098	HD A26C	X-PAK LNR HGR 5 21.4# P-110 EC (125KSI) ULT-FJ PIN X 7 42.7# *COLLET #110515* (F/14" STROKE TL)			EA			1			0		
TIW - Houston	TIW Corporation	3-634038CP	14F04050	HD A26C	DPOB W/GREASE PORT 5-1/2 17# P-110 ULTRA-FJ BOX X 20# STL PIN F/2.594 OD POL NPL			EA			1			0		
TIW - Houston	TIW Corporation	3-119720CP	13A00099	HD A26D	RP SPLINE SUB X-PAK 5 21.4# P-110 EC (125KSI) ULTRA-FJ BOX X PIN F/UPR-C & W/5.500 OD			EA			1			0		
TIW - Houston	TIW Corporation	3-119721CP	13A00101	HD A26D	EXT NPL 5 21.4# P-110 EC (125KSI) ULTRA-FJ BOX X PIN X 48" LG			EA			1			0		
TIW - Houston	TIW Corporation	3-119721CP	13A00102	HD A26D	EXT NPL 5 21.4# P-110 EC (125KSI) ULTRA-FJ BOX X PIN X 48" LG			EA			1			0		
TIW - Houston	TIW Corporation	3-119721CP	13A00103	HD A26D	EXT NPL 5 21.4# P-110 EC (125KSI) ULTRA-FJ BOX X PIN X 48" LG			EA			1			0		
TIW - Houston	TIW Corporation	3-119721CP	13A00104	HD A26D	EXT NPL 5 21.4# P-110 EC (125KSI) ULTRA-FJ BOX X PIN X 48" LG			EA			1			0		
TIW - Houston	TIW Corporation	3-633155CP	13A00105	HD A26D	DRILLABLE PO BUSH 5 21.4# P-110 EC ULTRA-FJ BOX X PIN W/O-RG INSERT & F/2.594 OD POL NPL			EA			1			0		
TIW - Houston	TIW Corporation	3-633155CP	13A00106	HD A26D	DRILLABLE PO BUSH 5 21.4# P-110 EC ULTRA-FJ BOX X PIN W/O-RG INSERT & F/2.594 OD POL NPL			EA			1			0		
TIW - Houston	TIW Corporation	3-521973CP	14F04053	HD A30C	226-DV NON-AUTO FILL SETSHOE 5-1/2 20# P-110 STL BOX X CEMENT NOSE			EA			1			0		
TIW - Houston	TIW Corporation	3-528641CP	14F04051	HD A30C	PDC O-L LANDING COLLAR 5-1/2 20# P-110 STL BOX X PIN			EA			1			0		
TIW - Houston	TIW Corporation	3-634039CP	14F04052	HD A30C	225-SV FLOAT COLLAR 5-1/2 20# P-110 STL BOX X PIN			EA			1			0		
TIW - Houston	TIW Corporation	3-528446CP	13A00107	HD A31B	PDC O-L LANDING COLLAR 5 21.4# P-110 EC (125KSI) ULTRA-FJ BOX X PIN			EA			1			0		
TIW - Houston	TIW Corporation	3-528446CP	13A00108	HD A31B	PDC O-L LANDING COLLAR 5 21.4# P-110 EC (125KSI) ULTRA-FJ BOX X PIN			EA			1			0		
TIW - Houston	TIW Corporation	3-108577CP	13C01637	HDX A27B	TIE BACK EXPANDER X-PAK LH 5-1/2 17# X 7-5/8 29.7# W/5.500 ID X 48" LG RECP			EA			1			0		
TIW - Houston	TIW Corporation	3-108384CP	13H03696	HDX A35E	EXT NPL 5-1/2 17# P-110 ULTRA-FJ BOX X PIN X 48" LG			EA			1			0		
TIW - Houston	TIW Corporation	3-119650CP	13A00014	HDX A35E	EXT NPL 5-1/2 20# P-110 STL BOX X PIN X 48" LG			EA			1			0		
TIW - Houston	TIW Corporation	3-119718CP	13A00095	HDX A35E	TIE-BACK EXPANDER X-PAK LH 5 15-23.2# X 7 42.7# W/4.875 ID X 48" RECP (F/14" STROKE TL)			EA			1			0		
TIW - Houston	TIW Corporation	3-119718CP	13A00096	HDX A35E	TIE-BACK EXPANDER X-PAK LH 5 15-23.2# X 7 42.7# W/4.875 ID X 48" RECP (F/14" STROKE TL)			EA			1			0		
TIW - Houston	TIW Corporation	3-630211CP	08E02273	HDX A35E	X-PAK LNR HGR 5-1/2 17# P-110ULTRA FJ PIN X 7-5/8 29.7# * COLLET #097434 * GENERATOR; 4800KW KATO WITH 2 JUNCTION BOXES, SN-43589-01, 4160 VOLTAGE, 1800 RPM			EA			1			0		
Ward Leonard - Houma	Ward Leonard							EA			1			262037.44		

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Ward Leonard - Houma	Ward Leonard				GENERATOR, 1000KW MARATHON WITH JUNCTION BOXES PARTS, SN-WA-6002753-0616			EA			1		0.01			
LAF-Southpark	Halliburton	ZCUSSH101603791		P7010	TECHHOLD PKR,7,32-35,3.880		SHELL TROIKA GC 200 TA-3	EA			1			5135	1	5135
LAF-Southpark	Halliburton	ZCUSSH101398678		C019	COMB CPLG,3 1/2-12 UN-2B X 3 1/2 API-NU		SHELL TROIKA GC 200 TA 3	EA			1			826	1	826
LAF-Southpark	Halliburton	ZCUSSH101522287		C585	LOC,NO-GO,3 1/2-9.20 VARST1 X 3 1/2-12		SHELL TROIKA GC 200 TA 3	EA			1			914.85	1	914.85
LAF-Southpark	Halliburton	ZCUSSH101522287		C585	LOC,NO-GO,3 1/2-9.20 VARST1 X 3 1/2-12		SHELL TROIKA GC 200 TA 3	EA			1			914.85	1	914.85
LAF-Southpark	Halliburton	ZCUSSH101522287		C500	LOC,NO-GO,3 1/2-9.20 VARST1 X 3 1/2-12		SHELL TROIKA GC 200 TA 3	EA			1			914.85	1	914.85
LAF-Southpark	Halliburton	ZCUSSH101603543		C010	SUB,BOT,MGP,5 1/2-10 UNS-2A X 5 1/4-10		SHELL TROIKA GC 200 TA 3	EA			1			917.92	1	917.92
LAF-Southpark	Halliburton	ZCUSSH101603791		P048	TECHHOLD PKR,7,32-35,3.880		SHELL TROIKA GC 200 TA 3	EA			1			4022.68	1	4022.68
LAF-Southpark	Halliburton	ZCUSSH101603791		C585	TECHHOLD PKR,7,32-35,3.880		SHELL TROIKA GC 200 TA 3	EA			1			4022.68	1	4022.68
LAF-Southpark	Halliburton	ZCUSSH101603791		C585	TECHHOLD PKR,7,32-35,3.880		SHELL TROIKA GC 200 TA 3	EA			1			4022.68	1	4022.68
LAF-Southpark	Halliburton	ZCUSSH101603791		P7010	TECHHOLD PKR,7,32-35,3.880		SHELL TROIKA GC 200 TA 3	EA			1			4022.68	1	4022.68
LAF-Southpark	Halliburton	ZCUSSH101652773		C5006	LN,2.750,S13CR,3 1/2-9.2 VARST1,B-P		SHELL TROIKA GC 200 TA 3	EA			1			728.83	1	728.83
LAF-Southpark	Halliburton	ZCUSSH101858738		C5011	PKR,7,32-35,4 1/2-4 AC-2G-LH SCB		SHELL TROIKA GC 200 TA 3	EA			1			6494.54	1	6494.54
LAF-Southpark	Halliburton	ZCUSSH101939766		C585	LOC,NO-GO,4-13.20 VARST1 X 3 1/2-12 UN-2		SHELL TROIKA GC 200 TA 3	EA			1			793.54	1	793.54
LAF-Southpark	Halliburton	ZCUSSH101939766		C585	LOC,NO-GO,4-13.20 VARST1 X 3 1/2-12 UN-2		SHELL TROIKA GC 200 TA 3	EA			1			793.54	1	793.54
LAF-Southpark	Halliburton	ZCUSSH100008579		C028	GID,TUBE,W/D,5 3/8-10 UNS,7,32-38 X 4.00		SHELL TROIKA GC 200 TA 3	EA			1			493	1	493
LAF-Southpark	Halliburton	ZCUSSH101252847		C002	MDRL,NWD,4 1/2-12 UN-2A X 4 1/2 API-LC,7		SHELL TROIKA GC 200 TA 3	EA			1			889	1	889
LAF-Southpark	Halliburton	ZCUSSH101290361		C027	MULE SHOE GID,3 1/2-12 UN BOX		SHELL TROIKA GC 200 TA 3	EA			1			268	1	268
LAF-Southpark	Halliburton	ZCUSSH101346768		C358	CLO SLV ASSY,MPT,5 1/4-10 UNS X 5-18		SHELL TROIKA GC 200 TA 3	EA			1			2643	1	2643
LAF-Southpark	Halliburton	ZCUSSH101346768		P11	CLO SLV ASSY,MPT,5 1/4-10 UNS X 5-18		SHELL TROIKA GC 200 TA 3	EA			1			2643	1	2643
LAF-Southpark	Halliburton	ZCUSSH101555004		C358	REDCG ADPTR,2 1/4 OTIS-ST X 2 3/8-4.60		SHELL TROIKA GC 200 TA 3	EA			1			415	1	415
LAF-Southpark	Halliburton	ZCUSSH101555004		C358	REDCG ADPTR,2 1/4 OTIS-ST X 2 3/8-4.60		SHELL TROIKA GC 200 TA 3	EA			1			415	1	415
LAF-Southpark	Halliburton	ZCUSSH101555547		C046	SEAL ASSY,2.650 X 2 1/4 OTIS-ST		SHELL TROIKA GC 200 TA 3	EA			16			468.79	1	468.79
LAF-Southpark	Halliburton	ZCUSSH101575482		C358	REDCG ADPTR,2 3/8-4.60 TSH 511 X 2 1/4		SHELL TROIKA GC 200 TA 3	EA			1			461	1	461
LAF-Southpark	Halliburton	ZCUSSH101575482		C358	REDCG ADPTR,2 3/8-4.60 TSH 511 X 2 1/4		SHELL TROIKA GC 200 TA 3	EA			1			461	1	461
LAF-Southpark	Halliburton	ZCUSSH323456		C5002	SEAL UNIT EXT,3 1/2-12 UN,B-P,3.88		SHELL TROIKA GC 200 TA 3	EA			1			813	1	813
LAF-Southpark	Halliburton	ZCUSSH101944453		C5006	COL SHFT TL,B51,2.770,41XX IAS		SHELL TROIKA GC 200 TA 3	EA			4			1532	1	1532
LAF-Southpark	Halliburton	ZCUSSH102004784		P11	TRV JT,3 1/2-9.20 VARST1 B-P		SHELL TROIKA GC 200 TA 3	EA			1			148	1	148
LAF-Southpark	Halliburton	ZCUSSH102127370		C7012	FLDLOSS DVC,FS2-L,5.470,2.770,SCB		SHELL TROIKA GC 200 TA 3	EA			1			16617	1	16617
LAF-Southpark	Halliburton	ZCUSSH102132850		C5006	SEAL ASSY,3.880 X 3 1/2-12 UN,MLD AFLAS		SHELL TROIKA GC 200 TA 3	EA			5			595	1	595
LAF-Southpark	Halliburton	ZCUSSH102138028		C5006	PERF COL LOCTR,4.000 X 2 7/8 API-EU		SHELL TROIKA GC 200 TA 3	EA			1			2758	1	2758
LAF-Southpark	Halliburton	ZCUSSH102138040		C5006	MULESHOE GDE,3 1/4-8 UN-2B,BOX,WITH BAF		SHELL TROIKA GC 200 TA 3	EA			1			374.23	1	374.23
LAF-Southpark	Halliburton	ZCUSSH102154734		C5006	SHR JT ASSY,3 1/2-9.20 VARST1,B-P		SHELL TROIKA GC 200 TA 3	EA			3			162	1	162
LAF-Southpark	Halliburton	ZCUSSH102004784		B5-R1-RW4	TRV JT,3 1/2-9.20 VARST1 B-P		SHELL TROIKA GC 200 TA 3	EA			1			162	1	162
LAF-Southpark	Halliburton	ZCUSSH102004784		B5-R2-RW4	TRV JT,3 1/2-9.20 VARST1 B-P		SHELL TROIKA GC 200 TA 3	EA			1			162	1	162
LAF-Southpark	Halliburton	ZCUSSH102127370		C7011	FLDLOSS DVC,FS2-L,5.470,2.770,SCB		SHELL TROIKA GC 200 TA 3	EA			1			16617	1	16617
LAF-Southpark	Halliburton	ZCUSSH102134650		C5006	LOC,NO-GO,3 1/2-9.20 VARST1 X 3 1/2-12		SHELL TROIKA GC 200 TA 3	EA			2			876.98	1	876.98
GE - Broussard	GE - Broussard	H10004-2			SCREW,CAP,HEX COLLAR, 2.000- 8 X 9.000 LG,UN-2A, LOW TEMPERATURE SERVICE		SHELL TROIKA GC 200 TA 3	EA			24			697	1	697
OES - Broussard	Offshore Energy Services	GPS241-1			3-WAY SHOOT AROUND(3.5" 9.20# AF913-110Y VARST-1 BOX / 5.5" 16.87# STL PIN / 3.5" 9.20# VARST-1 BOX 2FT)		SHELL TROIKA GC 200 TA 3	EA			1			500	1	500
OES - Broussard	Offshore Energy Services	GPS241-2			3-WAY SHOOT AROUND(3.5" 9.20# AF913-110Y VARST-1 BOX / 5.5" 16.87# STL PIN / 3.5" 9.20# VARST-1 BOX 2FT)		SHELL TROIKA GC 200 TA 3	EA			1			500	1	500
OES - Broussard	Offshore Energy Services	GPS235-6			COUPLING (3.5" 9.20# 13CRS110 VARST-1) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			45	1	45
OES - Broussard	Offshore Energy Services	GPS233-1			CROSSOVER (5.5" 16.87# STL BOX / 3.5" 9.20# VARST-1 PIN AF913-110Y 2FT) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			500	1	500
OES - Broussard	Offshore Energy Services	GPS233-2			CROSSOVER (5.5" 16.87# STL BOX / 3.5" 9.20# VARST-1 PIN AF913-110Y 2FT) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			500	1	500
OES - Broussard	Offshore Energy Services	GPS239-2			PUP JOINT (3.5" 9.20# 13CRS110 VARST-1 PIN/PIN 4FT) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			45	1	45
OES - Broussard	Offshore Energy Services	GPS239-3			PUP JOINT (3.5" 9.20# 13CRS110 VARST-1 PIN/PIN 4FT) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			45	1	45
OES - Broussard	Offshore Energy Services	GPS239-4			PUP JOINT (3.5" 9.20# 13CRS110 VARST-1 PIN/PIN 4FT) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			45	1	45
OES - Broussard	Offshore Energy Services	GPS240-1			PUP JOINT (5.5" 17# 13CR110Y HYPTP1 FOX K PIN/PIN 4FT) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			45	1	45

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt%	Net Value
OES - Broussard	Offshore Energy Services	GP5240-2			PUP JOINT (5.5" 17# 13CR110Y HYPPT1 FOX K PIN/PIN 4FT) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			45	1	45
OES - Broussard	Offshore Energy Services	GP5036-1			CROSSOVER (3.5" 9.20# 13CRS110Y VARST-1 BOX/ 3.5" 9.20# TSH 511 BOX 2FT) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			500	1	500
OES - Broussard	Offshore Energy Services	GP5036-2			CROSSOVER (3.5" 9.20# 13CRS110Y VARST-1 BOX/ 3.5" 9.20# TSH 511 BOX 2FT) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			500	1	500
OES - Broussard	Offshore Energy Services	GP5037-1			CROSSOVER (5" 14.87# STL PIN AF913-110Y X 3.5" 9.20# VARST-1 PIN 2FT) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			500	1	500
OES - Broussard	Offshore Energy Services	GP5037-2			CROSSOVER (5" 14.87# STL PIN AF913-110Y X 3.5" 9.20# VARST-1 PIN 2FT) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			500	1	500
OES - Broussard	Offshore Energy Services	GP5035-1			PUP JOINT (3.5" 9.20# 13CRM110 VARST-1 PIN/PIN 2FT) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			45	1	45
OES - Broussard	Offshore Energy Services	GP5035-2			PUP JOINT (3.5" 9.20# 13CRM110 VARST-1 PIN/PIN 2FT) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			45	1	45
OES - Broussard	Offshore Energy Services	GP5035-3			PUP JOINT (3.5" 9.20# 13CRM110 VARST-1 PIN/PIN 2FT) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			45	1	45
OES - Broussard	Offshore Energy Services	GP5035-4			PUP JOINT (3.5" 9.20# 13CRM110 VARST-1 PIN/PIN 2FT) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			45	1	45
OES - Broussard	Offshore Energy Services	GP5035-5			PUP JOINT (3.5" 9.20# 13CRM110 VARST-1 PIN/PIN 2FT) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			45	1	45
OES - Broussard	Offshore Energy Services	GP5035-6			PUP JOINT (3.5" 9.20# 13CRM110 VARST-1 PIN/PIN 2FT) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			45	1	45
OES - Broussard	Offshore Energy Services	GP5035-7			PUP JOINT (3.5" 9.20# 13CRM110 VARST-1 PIN/PIN 2FT) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			45	1	45
OES - Broussard	Offshore Energy Services	GP5035-8			PUP JOINT (3.5" 9.20# 13CRM110 VARST-1 PIN/PIN 2FT) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			45	1	45
OES - Broussard	Offshore Energy Services	GP5035-9			PUP JOINT (3.5" 9.20# 13CRM110 VARST-1 PIN/PIN 2FT) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			45	1	45
OES - Broussard	Offshore Energy Services	GP5019-1			PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 20FT PIN/PIN) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			45	1	45
OES - Broussard	Offshore Energy Services	GP5019-2			PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 20FT PIN/PIN) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			45	1	45
OES - Broussard	Offshore Energy Services	GP5019-3			PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 20FT PIN/PIN) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			45	1	45
OES - Broussard	Offshore Energy Services	GP5019-4			PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 20FT PIN/PIN) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			45	1	45
OES - Broussard	Offshore Energy Services	GP5030-3			PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 12FT) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			45	1	45
OES - Broussard	Offshore Energy Services	GP5030-4			PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 12FT) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			45	1	45
OES - Broussard	Offshore Energy Services	GP5030-5			PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 12FT) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			45	1	45
OES - Broussard	Offshore Energy Services	GP5030-6			PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 12FT) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			45	1	45
OES - Broussard	Offshore Energy Services	GP5040-1			PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 6FT) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			45	1	45
OES - Broussard	Offshore Energy Services	GP5040-2			PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 6FT) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			45	1	45
OES - Broussard	Offshore Energy Services	GP5040-3			PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 6FT) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			45	1	45
OES - Broussard	Offshore Energy Services	GP5040-4			PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 6FT) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			45	1	45
OES - Broussard	Offshore Energy Services	GP5040-5			PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 6FT) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			45	1	45
OES - Broussard	Offshore Energy Services	GP5040-6			PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 6FT) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			45	1	45
OES - Broussard	Offshore Energy Services	GP5040-7			PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 6FT) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			45	1	45
OES - Broussard	Offshore Energy Services	GP5042-1			PUP JOINT (4.5" 15.10# 13CRM110Y VARST-1 PIN/PIN 10FT) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			45	1	45
OES - Broussard	Offshore Energy Services	GP5048-1			PUP JOINT (4.5" 15.10# 13CRM110Y VARST-1 PIN/PIN 12FT) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			45	1	45
OES - Broussard	Offshore Energy Services	GP5047-1			PUP JOINT (4.5" 15.10# 13CRM110Y VARST-1 PIN/PIN 14FT) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			45	1	45
OES - Broussard	Offshore Energy Services	GP5038-1			PUP JOINT (4.5" 15.10# 13CRM110Y VARST-1 PIN/PIN 2FT) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			45	1	45
OES - Broussard	Offshore Energy Services	GP5039-1			PUP JOINT (4.5" 15.10# 13CRM110Y VARST-1 PIN/PIN 4FT) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			45	1	45
OES - Broussard	Offshore Energy Services	GP5039-2			PUP JOINT (4.5" 15.10# 13CRM110Y VARST-1 PIN/PIN 4FT) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			45	1	45
OES - Broussard	Offshore Energy Services	GP5039-3			PUP JOINT (4.5" 15.10# 13CRM110Y VARST-1 PIN/PIN 4FT) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			45	1	45
OES - Broussard	Offshore Energy Services	GP5045-1			PUP JOINT (4.5" 15.10# 13CRM110Y VARST-1 PIN/PIN 6FT) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			45	1	45
OES - Broussard	Offshore Energy Services	GP5043-1			PUP JOINT (4.5" 15.10# 13CRM110Y VARST-1 PIN/PIN 8FT) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			45	1	45
OES - Broussard	Offshore Energy Services	GP5063-1			RANGE 2 JOINT (3.5" 9.20# 13CR110Y MOD TSH 511 BOX/PIN) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			82	1	82
OES - Broussard	Offshore Energy Services	GP5063-2			RANGE 2 JOINT (3.5" 9.20# 13CR110Y MOD TSH 511 BOX/PIN) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			82	1	82
OES - Broussard	Offshore Energy Services	GP5063-3			RANGE 2 JOINT (3.5" 9.20# 13CR110Y MOD TSH 511 BOX/PIN) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			82	1	82
OES - Broussard	Offshore Energy Services	GP5063-4			RANGE 2 JOINT (3.5" 9.20# 13CR110Y MOD TSH 511 BOX/PIN) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			82	1	82
OES - Broussard	Offshore Energy Services	GP5063-5			RANGE 2 JOINT (3.5" 9.20# 13CR110Y MOD TSH 511 BOX/PIN) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			82	1	82
OES - Broussard	Offshore Energy Services	GP5063-6			RANGE 2 JOINT (3.5" 9.20# 13CR110Y MOD TSH 511 BOX/PIN) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			82	1	82
OES - Broussard	Offshore Energy Services	GP5063-7			RANGE 2 JOINT (3.5" 9.20# 13CR110Y MOD TSH 511 BOX/PIN) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			82	1	82
OES - Broussard	Offshore Energy Services	GP5063-8			RANGE 2 JOINT (3.5" 9.20# 13CR110Y MOD TSH 511 BOX/PIN) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			82	1	82
OES - Broussard	Offshore Energy Services	GP5060-1			RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			82	1	82

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
OES - Broussard	Offshore Energy Services	GP5060-10			RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			82	1	82
OES - Broussard	Offshore Energy Services	GP5060-2			RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			82	1	82
OES - Broussard	Offshore Energy Services	GP5060-3			RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			82	1	82
OES - Broussard	Offshore Energy Services	GP5060-4			RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			82	1	82
OES - Broussard	Offshore Energy Services	GP5060-5			RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			82	1	82
OES - Broussard	Offshore Energy Services	GP5060-6			RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			82	1	82
OES - Broussard	Offshore Energy Services	GP5060-7			RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			82	1	82
OES - Broussard	Offshore Energy Services	GP5060-8			RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			82	1	82
OES - Broussard	Offshore Energy Services	GP5060-9			RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			82	1	82
OES - Broussard	Offshore Energy Services	GP5266-1			RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			82	1	82
OES - Broussard	Offshore Energy Services	GP5266-2			RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)		SHELL TROIKA GC 200 TA 3	EA			1			82	1	82
Schiever	Weatherford	541R070SLI2Q12A002			SUB, CENTRALIZER ROT 7 541R Q125 VAM SLU-II 32.0 9.75 OD		SHELL TROIKA GC 200 TA 3	EA			20			635	1	635
Schiever	Weatherford	M212W70SLI2Q12A002			SHOE, GUIDE 7 M212W CONC CMPST Q125 VAM SLU-II 32.0		SHELL TROIKA GC 200 TA 3	EA			2			471.18	1	471.18
Schiever	Weatherford	M45AP70SLI2Q12A002			COLLAR, FLOAT 7 M49AP Q125 NR VAM SLU-II 32.0 2-4		SHELL TROIKA GC 200 TA 3	EA			2			1092.48	1	1092.48
Acadian - Lafayette	Acadian Contractors, Inc.				1-Stairway with Handrails, 1-Caged Access Ladder, & 2-Small Deck Extension/Work Platforms		Green Canyon Block# 65 "A"	EA			1			225	1	225

**Exhibit E**  
**Permits**

**Part 1. Co-Owned Permits**

Block	Lease	Permit
GI 32	00174	No active/pending permits at this time
GI 39	00126	No active/pending permits at this time
GI 39	00127	No active/pending permits at this time
GI 40	00128	APM Well No. M001 - Recom to PI E1
GI 41	00129	Segment 17191 - Pipeline Repair; In Review
GI 41	00130	No active/pending permits at this time
GI 42	00131	No active/pending permits at this time
GI 43	00175	No active/pending permits at this time
GI 44	00176	No active/pending permits at this time
GI 46	00132	No active/pending permits at this time
GI 47	00133	No active/pending permits at this time
GI 48	00134	No active/pending permits at this time
GI 52	00177	No active/pending permits at this time
GI 110	G13943	No active/pending permits at this time
GI 116	G13944	No active/pending permits at this time
MC 110	G18192	No active/pending permits at this time
SM 41	G01192	No active/pending permits at this time
SM 48	00786	No active/pending permits at this time
SM 149	G02592	C001 (APM for CT Cleanout/Modify Perfs)
SP 60	G01609	No active/pending permits at this time
ST 53	G04000	No active/pending permits at this time
ST 67	00020	No active/pending permits at this time
WD 67	00179	No active/pending permits at this time
WD 68	00180	No active/pending permits at this time



Block	Lease	Permit
WD 69	00181	No active/pending permits at this time
WD 70	00182	APMs for Well Nos. WD70 I002, I007 & L005 - Conductor Repairs Well No. I014 - Install Lower PB Valve Well No. O004 - TTRC to JR Sand
WD 71	00838	APMs for PA Well Nos. E006 & E009 WD71 Well Nos. O002 & O007- Conductor Repairs WD71 Well No. O008 - APM for PA
WD 94	00839	No active/pending permits at this time
WD 95	G01497	No active/pending permits at this time
WD 96	G01498	No active/pending permits at this time

## Part 2. Other Permits

Block	Lease	Permits
AT 023	G35015	No active/pending permits at this time
BS 025	G31442	No active/pending permits at this time
EC 345	G15156	No active/pending permits at this time
EW 789	G35805	No active/pending permits at this time
EW 790	G33140	No active/pending permits at this time
EW 828	G35806	No active/pending permits at this time
EW 834	G27982	No active/pending permits at this time
EW 835	G33707	No active/pending permits at this time
EW 1009	G34878	Nothing filed under FW yet (previous Noble submittals need to be re-permitted under FW when operations determined)
EW 1010	G34879	Nothing filed under FW yet (previous Noble submittals need to be re-permitted under FW when operations determined)
EW 1011	G34880	Nothing filed under FW yet (previous Noble submittals need to be re-permitted under FW when operations determined)
GC 39 A	G34966	Approved Revised EP Control No.R-6837 to drill/complete well B
GC 39 B	G36476	No active/pending permits at this time
GC 040	G34536	Revised DWOP in-review w/BSEE; approved Revised EP Control No.R-6837 to drill/complete wells C, F, I, J

Block	Lease	Permits
GC 041	G34537	Nothing pending for any Seller
GC 064	G34539	No permits are pending
GC 065	G05889	GC65 A - Proposed Helideck Repair Plan in review. GC65 A037 - Casing Departure Request; pending
GC 108	G14668	No active/pending permits at this time
GC 109	G05900	No active/pending permits at this time
GC 153	G36814	No active/pending permits at this time
GC 198	G36021	No active/pending permits at this time
GC 200	G12209	Supplemental EP Control No.S-7931 approved to drill TA010, TA012, TA014, TA016, TA017, TA018
GC 201	G12210	No active/pending permits at this time
GC 238	G26302	No active/pending permits at this time
GC 243	G20051	No active/pending permits at this time
GC 244	G11043	No active/pending permits at this time
GC 282	G16727	No active/pending permits at this time
GC 679	G21811	No active/pending permits at this time
GC 768	G21817	No active/pending permits at this time
HI 176	G27509	APM to PA Well No.'s 002 & 003
MC 118	G35963	No active/pending permits at this time
MC 119	G36537	No active/pending permits at this time
MC 162	G36880	No active/pending permits at this time
MC 163	G36538	No active/pending permits at this time
MC 171	G34428	No active/pending permits at this time
MC 172	G34429	No active/pending permits at this time
MC 206	G36540	No active/pending permits at this time
MC 297	G34434	No active/pending permits at this time
MC 380	G36544	No active/pending permits at this time
MC 424	G36545	No active/pending permits at this time
MC 435	G36772	No active/pending permits at this time
MC 436	G36773	No active/pending permits at this time

Block	Lease	Permits
MC 474	G35825	MC519 #2 - Casing Departure Request; pending
MC 518	G35828	No active/pending permits at this time
MC 519	G27278	Preparing RDOCD to capture new flowline installation
MC 562	G19966	No active/pending permits at this time
MC 563	G21176	No active/pending permits at this time
MC 691	G36400	No active/pending permits at this time
MC 697	G28021	Nothing filed under FW yet (previous Noble submittals need to be re-permitted under FW when operations determined)
MC 698	G28022	Nothing filed under FW yet (previous Noble submittals need to be re-permitted under FW when operations determined)
MC 742	G32343	Nothing filed under FW yet (previous Noble submittals need to be re-permitted under FW when operations determined)
MC 743	G36401	No active/pending permits at this time
MC 782	G33757	Active departure for #002 well for cycling zones (will continue to be renewed every 4 months)
MC 789	G36557	No active/pending permits at this time
MC 793	G33177	No active/pending permits at this time
MC 904	G36566	No active/pending permits at this time
MC 905	G36405	No active/pending permits at this time
MC 948	G28030	Approved SDOCD Control No. S-8000 for #001 well (SHL in MC948/BHL in MC992) to sidetrack & produce well + install 2 LT pipelines
MC 949	G32363	Nothing filed under FW yet (previous Noble submittals need to be re-permitted under FW when operations determined)
MC 992	G24133	Approved SDOCD Control No. S-8000 for #001 well (SHL in MC948/BHL in MC992) to sidetrack & produce well + install 2 LT pipelines
MC 993	G24134	Nothing filed under FW yet (previous Noble submittals need to be re-permitted under FW when operations determined)
SM 040	G13607	No active/pending permits at this time
SS 079	G15277	No active/pending permits at this time
SS 301	G10794	SOP Approved with contingency that the A004 recompletion will need to begin by January 31, 2021 Segment 11050 - Temp Cessation; In Review
ST 287	G24987	No active/pending permits at this time
ST 308	G21685	ST308 A002 - Casing Departure Request; pending
VR 078	G04421	No active/pending permits at this time
VR 229	G27070	No active/pending permits at this time

Block	Lease	Permits
VR 362	G10687	APM for VR362 A003 - Conductor Repair
VR 363	G09522	No active/pending permits at this time
VR 371	G09524	RPM for VR 371 A001 (TA) Segment 10675 - Temp Cessation; In Review
WD 57, WD 79, WD 80	G01449	No active/pending permits at this time
WD 79, WD 80	G01874	No active/pending permits at this time
WD 80	G01989	No active/pending permits at this time
WD 80	G02136	No active/pending permits at this time

Onshore Lease	Permits
SL-LA 15683	No active/pending permits at this time
SL-LA 17675	No active/pending permits at this time
SL-LA 17860	No active/pending permits at this time
SL-LS 19051	No active/pending permits at this time
SL-LA 19718	No active/pending permits at this time
SL-MS 23017	No active/pending permits at this time
SL-MS 170650	No active/pending permits at this time
SL-MS 230140	No active/pending permits at this time
SL-MS 230150	No active/pending permits at this time
SL-MS 231240	No active/pending permits at this time
SL-TX 5749	No active/pending permits at this time
SL-TX 5797	No active/pending permits at this time
SL-TX 24318	No active/pending permits at this time
SL-TX 106158	No active/pending permits at this time
SL-TX 106159	No active/pending permits at this time
SL-TX 114921	No active/pending permits at this time
SL-TX 172915	No active/pending permits at this time

Onshore Lease	Permits
SL-TX 172916	No active/pending permits at this time
SL-TX 178537	No active/pending permits at this time
SL-TX 183756	No active/pending permits at this time
SL-TX 185633	No active/pending permits at this time
SL-TX 186891	No active/pending permits at this time
SL-TX 191681	No active/pending permits at this time
SL-TX 207398	No active/pending permits at this time
SL-TX 227360	No active/pending permits at this time
SL-TX 234082	No active/pending permits at this time
SL-TX 255675	No active/pending permits at this time

[End of Exhibit E]

**Exhibit H**  
**First Lien Exit Facility Commitment Letter**



Execution Version

**GOLDMAN SACHS BANK USA**  
**2001 Ross Avenue, Suite 2800**  
**Dallas, Texas 75201**

**PRIVATE AND CONFIDENTIAL**

March 24, 2021

Fieldwood Energy LLC  
2000 W. Sam Houston Pkwy. S.,  
Suite 1200  
Houston, TX 77042  
Attention: Mike Dane, Chief Financial Officer

Commitment Letter

Ladies and Gentlemen:

Fieldwood Energy LLC, a Delaware limited liability company (“you” or the “Company”), has informed Goldman Sachs Bank USA (“we”, “us” or “GS Bank” and, together with its affiliates, “Goldman Sachs”) that the Borrower (as defined in Annex B), intends to establish the credit facility having the terms set forth in Annex B consisting of \$118,599,082.31 under a senior secured first lien term loan facility (the “First Lien Exit Facility”) in connection with the emergence of the Company from proceedings (the “Chapter 11 Cases”) pending under 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”), in order to implement the Transactions (as defined below). The proceeds of the First Lien Exit Facility are expected to be used in accordance with and as provided in the *Third Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and its Affiliated Debtors*, a copy of which is attached hereto as Annex C (including any exhibits and schedules thereto and as further amended, supplemented, or otherwise modified with our consent (not to be unreasonably withheld), the “Plan”) on the Closing Date (as defined in Annex B).

“Transactions” means, collectively, the Restructuring Transactions (as defined in the Plan), including, without limitation, the initial borrowings and other extensions of credit made (or deemed made) under the First Lien Exit Facility on the Plan Effective Date and the payment of fees and expenses in connection therewith.

We are pleased to confirm the arrangements under which (i) GS Bank is exclusively authorized by Company and the Borrower to act as sole arranger, administrative agent and collateral agent in connection with the First Lien Exit Facility, and (ii) GS Bank commits to provide the full \$118,599,082.31 principal amount of the First Lien Exit Facility, in each case on the terms and subject to the conditions set forth in this letter and in the attached Annexes A and B hereto (collectively, the “Commitment Letter”; capitalized terms used but not defined herein shall have the meanings given to them in the attached Annex A or B, as applicable). You hereby appoint GS Bank to act in each such role. Certain fees for our services related to the First Lien Exit Facility are set forth in a separate fee letter (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Fee Letter”), entered into by the Company and GS Bank on the date hereof.

Further, in connection with the Transactions, GS Bank agrees that from the Execution Date to the earlier of (i) the Termination Date or (ii) the occurrence of any of the events listed on Annex D attached hereto, it shall (a) support and not object to or support any other person or entity in objecting to or otherwise opposing the Plan, (b) timely vote or cause to be voted the Allowed FLFO Claims in favor of the Plan by delivering or causing to be delivered duly executed and completed ballot or ballots to accept such Plan, and (c) not change or withdraw (or cause or direct to be changed or withdrawn) any such vote in favor of the Plan.

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Our commitments are subject to the following conditions (a) the accuracy and completeness in all material respects (but without duplication of materiality) of all representations that the Company, the Borrower and their respective subsidiaries made to GS Bank in the First Lien Exit Facility Documents (as defined in the Plan) and the Company's compliance in all material respects with the terms of this Commitment Letter and the Fee Letter; and (b) the satisfaction of all conditions precedent set forth in the First Lien Exit Facility Documents described in Annex B under the Section entitled "Conditions Precedent".

The terms of this Commitment Letter are intended as an outline of certain of the material terms of the First Lien Exit Facility, but do not include all of the terms, covenants, representations, warranties, default clauses and other provisions that will be contained in the First Lien Exit Facility Documents. The First Lien Exit Facility Documents shall include, in addition, provisions that are customary or typical for financings of this type.

GS Bank reserves the right to syndicate the First Lien Exit Facility to the First Lien Term Lenders. The Company agrees to cooperate with GS Bank in connection with and promptly respond to requests of GS Bank with respect to the preparation of an information package regarding the business, operations and financial projections of the Company, the Borrower and their respective subsidiaries including, without limitation, the delivery of all information relating to the transactions contemplated hereunder prepared by or on behalf of the Company or the Borrower deemed reasonably necessary by GS Bank to complete the syndication of the First Lien Exit Facility, the presentation of an information package acceptable in format and content to GS Bank in meetings and other communications with prospective First Lien Term Lenders in connection with the syndication of the First Lien Exit Facility (including, without limitation, direct contact between senior management and representatives of the Company and the Borrower with prospective First Lien Term Lenders and participation of such persons in meetings), the preparation and delivery to GS Bank of any and all other information deemed reasonably necessary by GS Bank to complete the syndication of the First Lien Exit Facility. The Company shall be solely responsible for the contents of any such information package and presentation and acknowledges that GS Bank will be using and relying upon the information contained in such information package and presentation without independent verification thereof. The Company agrees that information regarding the First Lien Exit Facility and information provided by the Company or its representatives to us in connection with the First Lien Exit Facility (including, without limitation, the Information and Projections (each as hereinafter defined), draft and execution versions of the First Lien Exit Facility Documents), may be disseminated to potential First Lien Term Lenders and other persons through one or more internet sites (including an IntraLinks, SyndTrak or other electronic workspace (the "**Platform**") created for purposes of syndicating the First Lien Exit Facility or otherwise, in accordance with GS Bank's standard syndication practices (including hard copy and via electronic transmissions). Without limiting the foregoing, the Company authorizes the use of its logo in connection with any such dissemination. The Company acknowledges that neither GS Bank nor any of its affiliates will be responsible or liable to the Company or any other person or entity for damages arising from the use by others of the information or other materials obtained on the Platform, except to the extent that such damages have been found by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of GS Bank or its affiliates.

At the request of GS Bank, the Company agrees to prepare a version of the information package and presentation that does not contain material non-public information concerning the Company, the Borrower, their affiliates or its or their securities. In addition, the Company agrees that, unless specifically labeled "**Private – Contains Non-Public Information**," no information, documentation or other data disseminated to prospective First Lien Term Lenders in connection with the syndication of the First Lien Exit Facility, whether through an internet site (including, without limitation, the Platform), electronically, in presentations at lender meetings or otherwise, will contain any material non-public information concerning the Company, the Borrower, their affiliates or its or their securities.

In addition, the Company represents and covenants that (a) all written information, other than Projections (defined below) or information of a general economic or industry-specific nature, which has been

or is hereafter provided directly or indirectly by the Company, the Borrower or any of their respective representatives to GS Bank or the First Lien Term Lenders in connection with the transactions contemplated hereunder (the “**Information**”), when taken as a whole, is and will be complete and correct in all material respects and does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein not misleading (after giving effect to all supplements and updates thereto from time to time) and (b) all financial projections concerning the Company, the Borrower and their affiliates that have been or will be made available to GS Bank or the First Lien Term Lenders by the Company or any of its representatives (the “**Projections**”) have been and will be prepared in good faith based upon assumptions that are believed by the preparer thereof to be reasonable at the time made; provided that it is understood and agreed that (i) the projections are not to be viewed as facts, (ii) the Projections are subject to significant uncertainties and contingencies, many of which are beyond the control of you or the Borrower, (iii) no assurance can be given that any particular Projections will be realized and (iv) actual results during the period of periods covered by any such Projections may differ significantly from the projected results and such differences may be material. You agree that if at any time prior to the initial funding of the First Lien Exit Facility, any of the representations in the preceding sentence would be incorrect in any material respect if the Information and Projections were being furnished, and such representations were being made, at such time, then you will promptly supplement, or cause to be supplemented, the Information and Projections so that such representations will be correct in all material respects under those circumstances. Notwithstanding anything to the contrary, neither you nor the Borrower will be required to provide any information to the extent that the provision thereof would violate any attorney client privilege, law, rule or regulation or any obligation of confidentiality binding on you, the Borrower or your respective subsidiaries, or waive any attorney client privilege that may be asserted by you or the Borrower or your respective subsidiaries; provided, that you agree, to the extent practicable and not prohibited by applicable law, rule or regulation, to promptly notify us that information is being withheld pursuant to this sentence.

By executing this Commitment Letter, you agree to reimburse GS Bank from time to time on demand for all reasonable and documented out-of-pocket fees and expenses (including, but not limited to, the reasonable fees, disbursements and other charges of all legal counsel to GS Bank (limited to one primary counsel to GS Bank and, if reasonably necessary, of one local counsel in each relevant jurisdiction and one additional regulatory or other specialist counsel for each relevant area of expertise (in each case, which may be a single firm for multiple jurisdictions)) and examiners, search fees, due diligence expenses, transportation expenses, and appraisal, environmental, audit, and consultant costs and expenses) incurred in connection with the First Lien Exit Facility, a syndication thereof, the preparation of the definitive documentation therefor and the other transactions contemplated hereby, regardless of whether any of the transactions contemplated hereby are consummated.

In addition, in connection with arrangements such as this, it is GS Bank’s policy to receive indemnification. You agree to the provisions with respect to indemnity and other matters set forth in **Annex A**, which is incorporated by reference into this Commitment Letter.

GS Bank hereby notifies you that pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the “**Act**”) and the requirements of 31 C.F.R. § 1010.230 (the “**Beneficial Ownership Regulation**”), GS Bank and each First Lien Term Lender is required to obtain, verify and record information that identifies each borrower and guarantor under the First Lien Exit Facility, which information includes the name and address and other information of each such person or entity that will allow GS Bank and each First Lien Term Lender to identify each such person or entity in accordance with the Act and the Beneficial Ownership Regulation. This notice is given in accordance with the requirements of the Act and the Beneficial Ownership Regulation and is effective for GS Bank and each First Lien Term Lender.

Please note that this Commitment Letter and the Fee Letter and any written or oral advice provided by us in connection with this arrangement (a) are exclusively for the information of the board of directors (or equivalent governing body, person or entity) and the senior management of the Company and the Borrower and (b) may not be disclosed to any third party or circulated or referred to publicly without our prior written

consent except, after providing written notice to GS Bank, pursuant to a subpoena or order issued by a court of competent jurisdiction or by a judicial, administrative or legislative body or committee; provided, however, that we hereby consent to disclosure of (w) this Commitment Letter, the Fee Letter and such advice to the officers, directors, agents and advisors (including counsel) of the Company and the Borrower who are directly involved in the consideration of the First Lien Exit Facility to the extent such persons are advised to hold the same in confidence, (x) this Commitment Letter and the Fee Letter as required by the Bankruptcy Court, other applicable law or compulsory legal process (in which case you agree to inform us promptly thereof) or pursuant to the order of any court or administrative agency or in any legal, administrative or judicial proceeding where disclosure is required by law, rule or regulations (in which case, to the extent practicable and not prohibited by applicable law you shall notify us promptly thereof prior to such disclosure), (y) the aggregate fee amounts contained in the Fee Letter (but not the Fee Letter or other terms thereof) as part of Projections, pro forma information or a generic disclosure of aggregate sources and uses related to fee amounts related to the Transaction to the extent customary and (z) this Commitment Letter, the Fee Letter and the contents hereof and thereof to the extent necessary in connection with the exercise of any remedy or enforcement of any rights hereunder or thereunder or in connection with any defense to any claim of Goldman Sachs or any Indemnified Person hereunder or thereunder.

Goldman Sachs shall, until the earlier of (i) two (2) years from the date hereof or (ii) the execution of definitive documentation for the First Lien Exit Facility, treat confidentially all information received by them from the Company, the Borrower or their respective representatives in connection with this Commitment Letter, the Term Sheet or the First Lien Exit Facility contemplated hereby or thereby (the “**Confidential Information**”); provided that, upon execution and delivery of the definitive documentation for the First Lien Exit Facility, the applicable provisions of such definitive documentation shall govern the confidentiality matters described in this paragraph. Nothing herein shall prevent Goldman Sachs from disclosing any such Confidential Information: (a) pursuant to the order of any court or administrative agency or in any legal, administrative or judicial proceeding where disclosure is requested or required by law, rule or regulations (in which case, to the extent practicable and not prohibited by applicable law and other than with respect to any audit or examination conducted by bank accountants, any governmental bank, financial, accounting or similar authority exercising routing examinations or regulatory authority, Goldman Sachs shall notify you promptly thereof prior to such disclosure), (b) upon the request or demand of any regulatory authority (including any self-regulatory authority) having jurisdiction over Goldman Sachs or its affiliates (in which case, to the extent practicable and not prohibited by applicable law and other than with respect to any audit or examination conducted by bank accountants, any governmental bank, financial, accounting or similar authority exercising routing examinations or regulatory authority, Goldman Sachs shall notify you promptly thereof prior to such disclosure), (c) solely in connection with this Commitment Letter, the Term Sheet and the First Lien Exit Facility contemplated hereby and thereby, to its affiliates and the officers, directors, employees, directors, officers, legal counsel, advisors, partners, consultants, insurers, and agents of Goldman Sachs or its affiliates (to the extent such persons receive Confidential Information by or on behalf of Goldman Sachs) (collectively, “**Representatives**”) on a need-to-know basis who are informed of the confidential nature of such information and are or have been advised of their obligation to keep information of this type confidential, (d) to any potential lender or co-investor or swap counterparty and, in each case, their respective Representatives (to the extent such Representatives receive Confidential Information by or on behalf of such person) who is informed of the confidential nature of such information and are or have been advised of their obligation to keep information of this type confidential, (e) to sources of financing and rating agencies who are informed of the confidential nature of such information and are or have been advised of their obligation to keep information of this type confidential, (f) for purposes of establishing a “due diligence” defense or in connection with exercising any remedy or enforcing Goldman Sachs’ rights with respect to this Commitment Letter or (g) as expressly permitted by the Company and/or the Borrower. Confidential Information shall not include information to the extent that such information (w) becomes publicly available other than by reason of a breach of the confidentiality obligations set forth in this paragraph, (x) becomes available to Goldman Sachs or its Representatives from a source other than the Company or the Borrower or on its behalf and not knowingly in violation of any confidentiality agreement or obligation owed to the Company or the Borrower, (y) is independently developed by Goldman Sachs or its Representatives without reference to any confidential

information, or (z) was or is in the possession of Goldman Sachs or its Representatives prior to disclosure hereunder. Notwithstanding anything to the contrary set forth in the foregoing, in no event shall Goldman Sachs be required to return any materials constituting Confidential Information provided to or on behalf of the Company or the Borrower or any of their respective subsidiaries.

As you know, our affiliate, Goldman, Sachs & Co. (“**GS & Co**”), is a full service securities firm engaged, either directly or through its affiliates in various activities, including securities trading, investment management, financing and brokerage activities and financial planning and benefits counseling for both companies and individuals. In the ordinary course of these activities, GS & Co or its affiliates may actively trade the debt and equity securities (or related derivative securities) of the Company and other companies which may be the subject of the arrangements contemplated by this letter, including any of their respective affiliates, for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities. GS & Co or its affiliates may also co-invest with, make direct investments in, and invest or co-invest client monies in or with funds or other investment vehicles managed by other parties, and such funds or other investment vehicles may trade or make investments in securities or other debt obligations of the Company or other companies which may be the subject of the arrangements contemplated by this letter and any of their respective affiliates.

Goldman Sachs may have economic interests that conflict with those of the Company and/or the Borrower. You agree that Goldman Sachs will act under this letter as an independent contractor and that nothing in this Commitment Letter or the Fee Letter or otherwise will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between Goldman Sachs, on the one hand, and the Company and/or the Borrower, their respective stockholders or their respective affiliates, on the other. You acknowledge and agree that (a) the transactions contemplated by this Commitment Letter and the Fee Letter are arm’s-length commercial transactions between Goldman Sachs, on the one hand, and the Company and the Borrower, on the other, (b) in connection therewith and with the process leading to such transaction Goldman Sachs is acting solely as a principal and not the agent or fiduciary of the Company, the Borrower, their respective management, stockholders, creditors or any other person, (c) Goldman Sachs has not assumed an advisory or fiduciary responsibility in favor of the Company or the Borrower with respect to the transactions contemplated hereby or the process leading thereto (irrespective of whether Goldman Sachs or any of its affiliates has advised or is currently advising the Company on other matters) or any other obligation to the Company or the Borrower except the obligations expressly set forth in this Commitment Letter and the Fee Letter and (d) the Company has consulted its own legal and financial advisors to the extent it deemed appropriate. The Company further acknowledges and agrees that it is responsible for making its own independent judgment with respect to such transactions and the process leading thereto. The Company agrees that it will not claim that Goldman Sachs has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Company, in connection with such transaction or the process leading thereto. In addition, GS Bank may employ the services of its affiliates in providing certain services hereunder and may exchange with such affiliates information concerning the Company, the Borrower and other companies that may be the subject of this arrangement, and such affiliates shall be entitled to the benefits afforded to GS Bank hereunder.

The provisions of the immediately preceding seven paragraphs shall remain in full force and effect regardless of whether any definitive documentation for the First Lien Exit Facility shall be executed and delivered, and notwithstanding the termination of this Commitment Letter or any commitment or undertaking hereunder.

This Commitment Letter may not be assigned by the Company without GS Bank’s prior written consent (and any purported assignment without such consent shall be null and void), is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto; provided that, this Commitment Letter shall be assigned to the Borrower on the Plan Effective Date in connection with the consummation of the Transactions (and the Borrower shall assume all obligations of the Company hereunder and under the Fee Letter on the Plan



Effective Date (and upon the effectiveness of such assignment and assumption, the Company shall have no further obligations under this Commitment Letter and each reference to “you” or the “Company” contained herein shall be deemed a reference to the Borrower). GS Bank may assign its commitments hereunder, in whole or in part (including, for example, our commitment to provide the First Lien Exit Facility), to (a) any of its affiliates, (b) any fund, investor, entity or account that is managed, sponsored or advised by Goldman Sachs, (c) any First Lien Term Lender or (d) any limited partner or investor in any of the foregoing persons or entities described in clauses (a) through (c) (any such person, an “**Eligible Assignee**”), and upon such assignment, GS Bank shall be released from the portion of its commitment hereunder that has been assigned. Neither this Commitment Letter nor the Fee Letter may be amended or any term or provision hereof or thereof waived or modified except by an instrument in writing signed by each of the parties hereto or thereto, and any term or provision hereof or thereof may be amended or waived only by a written agreement executed and delivered by all parties hereto.

Our commitment hereunder shall terminate upon the first to occur of (a) the conversion of the Chapter 11 Cases to cases under Chapter 7 of the Bankruptcy Code, (b) a trustee or examiner with expanded powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code shall have been appointed in the Chapter 11 Cases, (c) there having been any occurrence, development or change after the date hereof, that has had or could be reasonably expected to have a material adverse effect on the business, assets, operations, properties or financial condition of the Borrower or the Company or their respective subsidiaries (taken as a whole) or on the value of, or ability to take a security interest in, a material portion of the Collateral (provided that, for the avoidance of doubt, any change, development or occurrence, arising individually or in the aggregate, from events that could reasonably be expected to result from the pendency of the Chapter 11 Cases shall not constitute a material adverse effect); (d) (i) the Company having failed to file a motion with the Bankruptcy Court seeking approval of this Commitment Letter and the Fee Letter (the “**Commitment Letter Motion**”) no later than two days following the Execution Date (or such later date as GS Bank shall agree in its sole discretion), which motion shall be in form and substance satisfactory to us and (ii) the Bankruptcy Court having not entered an order approving the Company’s entry into this Commitment Letter and the Fee Letter and related relief no later than 15 days following the Execution Date (or, if delayed solely by reason of action of the Bankruptcy Court despite the Company’s best efforts to have such order by the date that is 15 days following the Execution Date, 30 days following the Execution Date) (or in any case, such later date as GS Bank shall agree in its sole discretion), which shall be in form and substance satisfactory to us and (e) the earlier of (i) the Outside Expiration Time (as defined in the Second Lien Backstop Commitment Letter (which is as defined in the Plan) and (ii) July 31, 2021, in either case, unless such date is extended by us in writing (including by email) in our discretion or the closing of the First Lien Exit Facility, on the terms and subject to the conditions contained herein, shall have been consummated on or before such date (the “**Termination Date**”).

Notwithstanding anything in this Commitment Letter or the Fee Letter, in the event of an Opt-In Election (as defined below), a Benchmark Replacement (determined in accordance with the definition thereof) will replace LIBOR for all purposes under the Commitment Letter, the Fee Letter and any other First Lien Exit Facility Document, as of the date of the Opt-in Election, with such modifications as we determine, to cause the Benchmark Replacement to be the economic equivalent of LIBOR. After an Opt-In Election, the First Lien Exit Facility Documents will be negotiated in good faith by the Company and the First Lien Exit Facility Agent to give effect to the agency and administrative requirements of the First Lien Exit Facility Agent to administer the designated Benchmark Replacement (including implementation of any Benchmark Replacement Conforming Changes (as defined in the ARRC Approach)), which are intended to achieve equivalent economics as described in the Commitment Letter and the Fee Letter.

As used herein:

“**Benchmark Replacement**” as defined in the Alternative Reference Rates Committee’s “**hard-wired**” approach as issued on June 30, 2020 (with any modifications thereto issued after the date of execution of the Commitment Letter determined by Goldman Sachs in consultation with the Company, “**ARRC**”



**Approach**”), with (i) the Floor (as defined in the ARRC Approach) therein being the economic equivalent of the **“LIBOR Floor”** as set forth in the Commitment Letter and (ii) the **“Available Tenor”** and **“Corresponding Tenor”** being determined by the First Lien Exit Facility Agent.

**“Opt-in Election”** means the occurrence of: (i) a notification by the First Lien Exit Facility Agent to the Company that U.S. dollar-denominated syndicated credit facilities are being executed at such time utilizing a Benchmark Replacement to replace LIBOR (as determined by the First Lien Exit Facility Agent in good faith), (ii) the mutual election of the First Lien Exit Facility Agent and the Company (such consent not to be unreasonably withheld or delayed) to declare that an Opt-in Election has occurred or (iii) at any time after June 30, 2021, the election of the First Lien Exit Facility Agent to declare that an Opt-in Election has occurred.

In addition, please note that Goldman Sachs does not provide accounting, tax or legal advice. Notwithstanding anything herein to the contrary, the Company (and each employee, representative or other agent of the Company) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of this potential transaction and all materials of any kind (including opinions or other tax analyses) that are provided to the Company relating to such tax treatment and tax structure. However, any information relating to the tax treatment or tax structure shall remain subject to the confidentiality provisions hereof (and the foregoing sentence shall not apply) to the extent reasonably necessary to enable the parties hereto, their respective affiliates, and their respective affiliates’ directors and employees to comply with applicable securities laws. For this purpose, **“tax treatment”** means U.S. federal or state income tax treatment, and **“tax structure”** is limited to any facts relevant to the U.S. federal income tax treatment of the transactions contemplated by this Commitment Letter but does not include information relating to the identity of the parties hereto or any of their respective affiliates.

This Commitment Letter may be executed in any number of counterparts, each of which when executed shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Commitment Letter and the Fee Letter by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof. Any party delivering an executed counterpart of this Commitment Letter or the Fee Letter via facsimile or other electronic transmission shall, at our request, also deliver to us or our counsel a manually executed original, but the failure to do so does not affect the validity, enforceability or binding effect of this Commitment Letter or the Fee Letter.

**THIS COMMITMENT LETTER AND THE FEE LETTER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS AND, TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE.** Each of the parties hereto agrees that any suit or proceeding arising in respect to this arrangement or any matter referred to in this Commitment Letter or the Fee Letter will be tried exclusively in the Bankruptcy Court or, if the Chapter 11 Cases have been closed pursuant to Section 350(a) of the Bankruptcy Code (or in the event that the Bankruptcy Court determines that it does not have jurisdiction), in the U.S. District Court for the Southern District of New York or, if that court does not have subject matter jurisdiction, in any state court located in the City of New York and each of the parties hereto agrees to submit to the jurisdiction of, and to venue in, such courts. **ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING ARISING IN CONNECTION WITH OR AS A RESULT OF EITHER OUR COMMITMENT OR ANY MATTER REFERRED TO IN THIS COMMITMENT LETTER OR THE FEE LETTER IS HEREBY WAIVED BY EACH OF THE PARTIES HERETO.** The provisions of this paragraph shall remain in full force and effect regardless of whether any definitive documentation for the First Lien Exit Facility shall be executed and delivered, and notwithstanding the termination of this Commitment Letter or any commitment or undertaking hereunder.

Notwithstanding anything to the contrary in this Commitment Letter, the obligations of each of the parties hereto under this Commitment Letter (including our commitments hereunder, the obligations to indemnify the Indemnified Parties and reimburse GS Bank for its fees and expenses in accordance with the

terms hereof) shall be subject to the approval of the Bankruptcy Court and such obligations shall not be enforceable until such Bankruptcy Court approval has been obtained.

**THIS COMMITMENT LETTER AND THE FEE LETTER REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SPECIFIC MATTERS HEREOF, SET FORTH THE ENTIRE UNDERSTANDING OF THE PARTIES HERETO, SUPERSEDE ANY PRIOR AGREEMENTS AMONG THE PARTIES HERETO WITH RESPECT TO THE FIRST LIEN EXIT FACILITY AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

Please confirm that the foregoing is in accordance with your understanding by signing and returning to GS Bank the enclosed copy of this Commitment Letter, together, if not previously executed and delivered, with the Fee Letter, on or before the close of business on March 24, 2021 whereupon this Commitment Letter and the Fee Letter shall become (subject to the third to final paragraph of this Commitment Letter) binding agreements between us (such date of execution, the “**Execution Date**”). If not signed and returned as described in the preceding sentence by such date, this offer will terminate on such date. We look forward to working with you on this assignment.

*[Remainder of page intentionally left Blank]*

Very truly yours,

**GOLDMAN SACHS BANK USA**

By:   
Name: Justin Betzen  
Title: Authorized Signatory *EB*

ACCEPTED AS OF THE DATE ABOVE:

**FIELDWOOD ENERGY LLC**

By: \_\_\_\_\_

Name: Michael T. Dane

Title: Senior Vice President and Chief Financial Officer

## Annex A

In the event that Goldman Sachs, any of its affiliates, officers, partners, directors or equivalents, agents, employees and controlling persons or any Eligible Assignee, as the case may be, of Goldman Sachs (each, an “**Indemnified Person**”), becomes involved in any capacity in any action, proceeding or investigation brought by or against any person or entity, including any of your affiliates, shareholders, partners, members, or other equity holders, in connection with or as a result of either this arrangement or any matter referred to in this Commitment Letter or the Fee Letter (together, the “**Letters**”), you agree to periodically reimburse such Indemnified Person for its legal and other expenses (including the cost of any investigation and preparation) incurred in connection therewith (but limited, in the case of legal fees and expenses, to one counsel to such Indemnified Persons taken as a whole and, solely in the case of a conflict of interest, one additional counsel to all affected Indemnified Persons, taken as a whole (and, if reasonably necessary, of one local counsel in each relevant jurisdiction and one additional regulatory or other specialist counsel for each relevant area of expertise (in each case, which may be a single firm for multiple jurisdictions) to all such persons, taken as a whole and, solely in the case of any such conflict of interest, one additional local counsel (which may be a single firm for multiple jurisdictions) to all affected Indemnified Persons, taken as a whole, in each such relevant jurisdiction (limited, in the case of legal counsel, to one counsel to such Indemnified Persons, taken as a whole, and, if reasonably necessary, of one local counsel in each relevant jurisdiction and one additional regulatory or other specialist counsel for each relevant area of expertise (in each case, which may be a single firm for multiple jurisdictions))). You also will indemnify and hold each Indemnified Person harmless against any and all losses, claims, damages, penalties, expenses or liabilities to any person or entity arising in connection with or as a result of either this arrangement or any matter referred to in the Letters, whether brought by you, your affiliates or any third party **and without regard to the exclusive or contributory negligence of any Indemnified Person**, except to the extent that such have been found by a final, non-appealable judgment of a court of competent jurisdiction that any such loss, claim, damage, penalty, expense or liability results from the gross negligence or willful misconduct of such Indemnified Person in performing the services that are the subject of the Letters. If for any reason the foregoing indemnification is unavailable to any Indemnified Person or is insufficient to hold it harmless, then you shall contribute to the amount paid or payable by such Indemnified Person as a result of such loss, claim, damage, penalty, expense or liability in such proportion as is appropriate to reflect the relative economic interests of you and your affiliates and equity holders on the one hand and such Indemnified Person on the other hand in the matters contemplated by the Letters as well as the relative fault of you, your affiliates and equity holders, and such Indemnified Person with respect to such loss, claim, damage, penalty, expense or liability and any other relevant equitable considerations. Your reimbursement, indemnity and contribution obligations under this paragraph shall be in addition to any liability that you may otherwise have, shall extend upon the same terms and conditions to any affiliate of any Indemnified Person and the partners, directors, agents, employees and controlling persons or entities (if any), as the case may be, of such Indemnified Person and any such affiliate, and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of you, any Indemnified Person, any such affiliate and any such person. You also agree that neither any Indemnified Person nor any of its affiliates, partners, directors, agents, employees or controlling persons shall have any liability **based on its or their exclusive or contributory negligence or otherwise** to you or any person or entity asserting claims on behalf of or in right of you or any other person or entity in connection with or as a result of either this arrangement or any matter referred to in the Letters, except to the extent that any losses, claims, damages, penalties, liabilities or expenses incurred by you have been found by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of such Indemnified Person in performing the services that are the subject of the Letters; provided, however, that in no event shall such Indemnified Person or such other parties have any liability for any indirect, consequential or punitive damages in connection with or as a result of such Indemnified Person’s or such other parties’ activities related to the Letters. **Any right to trial by jury with respect to any action or proceeding arising in connection with or as a result of either this arrangement or any matter referred to in the Letters is hereby waived by the parties hereto. You agree that any suit or proceeding arising in respect to this arrangement or any matter referred to in the**

Annex A-1

Letters will be tried exclusively in the U.S. District Court for the Southern District of New York or, if that court does not have subject matter jurisdiction, in any state court located in the City of New York and you agree to submit to the jurisdiction of, and to venue in, such courts. The provisions of this Annex A shall survive any termination or completion of the arrangement provided by the Letters, and this Commitment Letter shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of laws.

Annex A-2



Annex B

Term Sheet

SUBJECT TO FRE 408 & STATE ANALOGUES  
HIGHLY CONFIDENTIAL

ANNEX B

**\$118,599,082.31 SENIOR SECURED FIRST LIEN TERM LOAN FACILITY  
“FIRST LIEN EXIT FACILITY TERM SHEET”**

**SUMMARY OF PRINCIPAL TERMS AND CONDITIONS<sup>1</sup>**

- BORROWER:** A newly formed Delaware limited liability company (“***Holdings***” in its capacity as borrower, the “***Borrower***”), wholly-owned, directly, by NewCo (as defined below). Holdings will form and be the direct owner of 100% of the equity interests in a Delaware limited liability company (“***Intermediate***”), which will form and be the direct owner of 100% of the equity interests in a Delaware limited liability company that will be the “Credit Bid Purchaser” as referenced in the Plan (the “***Credit Bid Purchaser***”).
- AGENT:** Goldman Sachs Bank USA (“***Goldman***”) or one or more of its affiliates that is a “United States person” for U.S. federal income tax purposes will act as sole administrative agent and collateral agent (collectively, in such capacities, the “***First Lien Exit Facility Agent***”).
- LENDERS:** The Prepetition FLFO Lenders (collectively, the “***First Lien Term Lenders***”) and their successors and permitted assigns from time to time party to the First Lien Exit Facility Credit Agreement and, at the option of Goldman, one or more other financial institutions selected by Goldman and reasonably acceptable to the Borrower.
- FIRST LIEN EXIT FACILITY:** A senior secured first lien term loan facility (the “***First Lien Exit Facility***” and the loans under such First Lien Exit Facility, the “***First Lien Term Loans***”) that shall become effective upon satisfaction or waiver of the conditions precedent set forth in the First Lien Exit Facility Documents on the effective date of the Plan (the “***Plan Effective Date***”) in an aggregate principal amount of \$118,599,082.31.
- The First Lien Term Loans shall be deemed funded on the Closing Date (as defined below) via (i) the assumption by the Credit Bid Purchaser of an equivalent principal amount of debt owing to the Prepetition FLFO Lenders and (ii) immediately thereafter, the assignment of such debt to Borrower by Credit Bid Purchaser, in each case, in accordance with the Plan. The First Lien Exit Facility shall be secured (i) on a *pari passu* basis with any Secured Cash Management Obligations and Secured Hedging Obligations (each as defined below) and (ii) on a senior basis to the Second Lien Exit Facility.
- PURPOSE:** The proceeds of the First Lien Term Loans will be used by the Borrower, on the Plan Effective Date in accordance with and as provided in the Plan.

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<sup>1</sup> All capitalized terms used but not defined herein have the meanings given to them in the Plan (as defined in the Commitment Letter to which this ***Annex B*** is attached) or in the Commitment Letter, as context may require.

**AVAILABILITY:** The full amount of the First Lien Exit Facility will be deemed to be drawn in a single drawing on the Closing Date; amounts borrowed thereunder that are repaid or prepaid may not be reborrowed.

**AMORTIZATION:** The principal amounts of the First Lien Term Loans shall be repaid:

(i) on December 31, 2021, in an amount necessary to ensure that the aggregate principal amount of the First Lien Exit Facility outstanding on December 31, 2021 (after giving effect to such amortization payment) does not exceed \$100,000,000; plus

(ii) commencing with the fiscal quarter in which the Closing Date occurs, in quarterly installments on the last business day of such fiscal quarter in an amount equal to \$3,750,000, plus

(iii) commencing with the fiscal quarter in which the first anniversary of the Closing Date occurs, in quarterly installments on the last business day of such fiscal quarter (the last business day of the first such fiscal quarter, the “**Variable Amortization Trigger Date**”) in an amount equal to the lesser of (x) the Variable Amortization Percentage (as defined below) of Consolidated Excess Cash (as defined below) and (y) the amount necessary to cause the aggregate principal amount of the First Lien Term Loans outstanding under the First Lien Exit Facility to be equal to \$75.0 million after giving effect thereto.

“**Consolidated Excess Cash**” shall mean, as of the end of any fiscal quarter, the amount that (x) the average daily balance of unrestricted cash and cash equivalents of the Borrower and Subsidiary Guarantors over the last fiscal month of such fiscal quarter exceeds (y) \$130.0 million.

“**Variable Amortization Percentage**” shall mean, as of any date of determination, 15.0%; provided, that, from and after the earlier of (i) the time the Genovesa well has come online and (ii) September 30, 2021, the Variable Amortization Percentage shall be 25.0%; provided, further, that, in the event, as of any date of determination, (a) the aggregate principal amount of First Lien Term Loans outstanding under the First Lien Exit Facility shall be less than \$75.0 million and (b) the total gross First Lien Leverage Ratio (to be defined in a manner to be agreed) of the Borrower and Subsidiary Guarantors as of the last day of the most recently ended fiscal quarter for which financial statements have been delivered to the First Lien Exit Facility Agent shall be less than 0.5:1.00, the Variable Amortization Percentage shall be 0.0%.

In addition to the foregoing, all amounts outstanding under the First Lien Exit Facility shall be paid in full on the First Lien Term Loan Maturity Date (as defined below).

**INTEREST RATES:** Interest rates under the First Lien Exit Facility will be calculated, at the option of the Borrower, at Adjusted LIBOR (to be defined in a manner to be agreed, but in any event subject to a 1.00% floor) plus the Applicable Margin (as defined below) or ABR (to be defined in a manner to be agreed, but in any event subject to a 2.00% floor) plus the Applicable Margin;

provided that if any event of default shall have occurred and be continuing, at the election of the Required Lenders (as defined below) and upon delivery of prior written notice to the First Lien Exit Facility Agent by the Required Lenders, all outstanding First Lien Term Loans bearing interest at Adjusted LIBOR shall be automatically converted to borrowings at ABR upon the end of the then-current interest period for such borrowing at Adjusted LIBOR.

**“Applicable Margin”** is (i) in the case of Adjusted LIBOR loans, 6.00% per annum (or, at any time both (x) the aggregate principal amount of First Lien Term Loans outstanding under the First Lien Exit Facility shall be less than \$100.0 million and (y) the Asset Coverage Ratio (as defined below) shall be greater than or equal to 3.00:1.00 (the foregoing (x) and (y), the **“pricing conditions”**), 5.00% per annum) and (ii) in the case of ABR loans, 5.00% per annum (or, at any time the pricing conditions are satisfied, 4.00% per annum).

Interest will be paid quarterly in arrears for loans bearing interest based upon ABR; in arrears on the last day of the applicable interest periods (which will be one, two, three or six months, at the option of the Borrower) for loans bearing interest based upon Adjusted LIBOR (and at the end of every three months, in the case of interest periods longer than three months); and in arrears upon each mandatory and voluntary prepayment on the principal amount prepaid.

The First Lien Exit Facility Credit Agreement shall contain replacement mechanics for LIBOR that are acceptable to the First Lien Exit Facility Agent in its sole discretion.

Upon the occurrence of (i) any event of default (other than any Specified Events of Default as defined below) and delivery of prior written notice to the First Lien Exit Facility Agent by the Required Lenders or (ii) any event of default due to non-payment or any bankruptcy or insolvency (collectively the defaults in clause (ii), the **“Specified Events of Default”**), an additional 2.00% per annum will be charged on outstanding amounts commencing on the date the relevant event of default occurred. Amounts accruing in accordance with the foregoing sentence shall be payable upon demand.

**FEES:**

Administrative Agency fee as set forth in the Fee Letter.

**FINAL MATURITY:**

The First Lien Exit Facility will mature on the date that is four years after the Closing Date (the **“First Lien Term Loan Maturity Date”**). The outstanding principal amount of loans under the First Lien Exit Facility and all accrued and unpaid interest thereon shall be due and payable in full on the First Lien Term Loan Maturity Date.

**GUARANTEES:**

All obligations of (i) the Borrower under the First Lien Exit Facility and (ii) the Borrower and Subsidiary Guarantors (as defined below) in respect of (a) certain cash management and treasury services arrangements (the obligations in respect thereof, **“Secured Cash Management Obligations”**) with counterparties reasonably acceptable to the First Lien Exit Facility Agent in its sole discretion (it being agreed that (x) the providers of cash

management and treasury services set forth on Part A of **Exhibit A** hereto and (y) the First Lien Term Lenders and/or affiliates of the First Lien Term Lenders, in each case, are reasonably acceptable to the First Lien Exit Facility Agent) and (b) certain hedging arrangements (the obligations in respect thereof, the “**Secured Hedging Obligations**”) with counterparties reasonably acceptable to the First Lien Exit Facility Agent in its sole discretion (it being agreed that (x) the hedge counterparties set forth on Part B of **Exhibit A** hereto and (y) the First Lien Term Lenders and/or affiliates of First Lien Term Lenders, in each case, are reasonably acceptable to the First Lien Exit Facility Agent) (such acceptable hedge counterparties, the “**Approved Counterparties**”), will be jointly and severally unconditionally guaranteed (the “**Guarantees**”) by the direct parent company of the Borrower (“**NewCo**”), and each domestic subsidiary of the Borrower (including, for the avoidance of doubt, Credit Bid Purchaser but excluding any Qualified Receivables Subsidiary (to be defined)), (the “**Subsidiary Guarantors**” and, together with NewCo, the “**Guarantors**”; the Guarantors and the Borrower collectively, the “**Loan Parties**”) (and with respect to obligations of Loan Parties other than the Borrower, the Borrower).

**SECURITY:**

The obligations of the Borrower under the First Lien Exit Facility and the Guarantees will be secured by perfected first-priority security interests in (i) (x) 100% of the equity interests in the Borrower and (y) the equity interests in each Subsidiary Guarantor and Fieldwood Cooperatief U.A. (the “**Closing Date Unrestricted Subsidiary**”) in each case, that are held by the Loan Parties, (ii) (x) on the Closing Date, all of the oil and gas properties (and related assets) owned by the Loan Parties on the Closing Date and (y) thereafter, oil and gas properties owned by the Loan Parties representing at least 95% of the PV-10 of the Loan Parties’ total proved reserves (and related assets owned by the Loan Parties) and (iii) all other assets of the Loan Parties, including all personal property assets, but in the case of this clause (iii), excluding certain “excluded assets” to be agreed (and to require, for the avoidance of doubt, control agreements with respect to deposit accounts, securities accounts and commodities accounts of the Loan Parties (subject to usual and customary exceptions)), in each case, whether owned on the Closing Date or thereafter acquired (collectively, the “**Collateral**”).

**UNRESTRICTED  
SUBSIDIARIES:**

The only unrestricted subsidiary permitted to be designated as such under the First Lien Exit Facility shall be the Closing Date Unrestricted Subsidiary. The Closing Date Unrestricted Subsidiary will not be subject to the representations and warranties, covenants, events of default or other provisions of the First Lien Exit Facility Documents, and the results of operations, indebtedness and cash of unrestricted subsidiaries will not be taken into account for purposes of calculating any financial metric contained in the First Lien Exit Facility Documents except to the extent of distributions in the form of cash or cash equivalents received by a Loan Party therefrom. The Closing Date Unrestricted Subsidiary must become a restricted subsidiary and Guarantor at any time it is a restricted subsidiary or Guarantor under the Second Lien Exit Facility or any other material indebtedness of the Loan Parties.

**VOLUNTARY  
PREPAYMENTS:**

Prepayments of borrowings under the First Lien Exit Facility will be permitted at any time without premium or penalty, in minimum amounts and subject to notice provisions to be agreed.

**MANDATORY  
PREPAYMENTS:**

In addition to amortization (as described above), the First Lien Exit Facility Documents will contain the following mandatory prepayments:

(i) in amounts necessary to eliminate any non-compliance with the Minimum Asset Coverage Ratio (which payments (x) shall cure any event of default arising from a breach of such covenant and (y) solely to the extent the aggregate unrestricted cash and cash equivalents of the Borrower and Subsidiary Guarantors as of the date of such payment on a pro forma basis (after giving effect to such payment) exceed \$100.0 million, shall be permitted to be made using internally generated cash, it being understood that if the payment is made using equity proceeds, it shall be subject to the limitations on equity cures described below),

(ii) with 100% of the proceeds of hedge unwinds, assets sales (including for the avoidance of doubt, sales of assets (or equity interests in entities owning assets) associated with the Borrower and its subsidiaries' operations and/or investments in Mexico and including any indirect sales proceeds received by any Loan Party in connection with any such sale whether received as a distribution or otherwise, all of the foregoing, "**Mexico Liquidity Events**") (it being understood and agreed that the Closing Date Unrestricted Subsidiary shall distribute any such proceeds received by it to a Loan Party), condemnation events and casualty insurance and extraordinary receipts; provided that (x) with respect to any fiscal year, no such prepayment shall be required during such fiscal year to the extent that (1) with respect to hedge unwinds, the aggregate amount of net cash proceeds received in respect of all such hedge unwinds during such fiscal year does not exceed \$5.0 million, (2) with respect to PDP, PDNP and related infrastructure assets (other than sales of assets related to Mexico Liquidity Events, 100% of the net cash proceeds of which shall be required to be prepaid as set forth below), the aggregate amount of net cash proceeds received in respect of all such asset sales and events during such fiscal year does not exceed \$15.0 million, (3) with respect to sales of other assets not referred to in the foregoing clause (2) and excluding Mexico Liquidity Events, the aggregate amount of net cash proceeds received in respect of all such asset sales during the term of the First Lien Exit Facility does not exceed \$50.0 million, and (4) with respect to proceeds of condemnation events and casualty insurance and extraordinary receipts, the aggregate amount of net cash proceeds received in respect of all such events during such fiscal year does not exceed \$10.0 million, (y) with respect to proceeds received in excess of the applicable threshold referenced in the foregoing sub-clause (x), at the Borrower's option and so long as no event of default shall have occurred and be continuing, following the receipt of proceeds from any of the foregoing in this clause (ii) (A) other than from hedge unwinds, Mexico Liquidity Events, and, to the extent set forth in sub-clause (B) below, condemnation events or casualty insurance events, the Borrower may reinvest up to 50% of such net cash proceeds within 365 days of receipt thereof in acquiring additional oil and gas properties (which in the case of proceeds of sales of assets constituting PDP, PDNP and related



infrastructure assets shall be reinvested in additional oil and gas properties constituting PDP and/or capital expenditures on existing oil and gas properties solely to the extent constituting PDP, PDNP, or PDBP (unless otherwise agreed to by the First Lien Exit Facility Agent its sole discretion)) and (B) with respect to any condemnation event or casualty insurance event, the Borrower may reinvest up to 100% of such proceeds within 365 days of receipt thereof in replacement and/or repair of the property subject to such condemnation event or casualty insurance event (provided that the proceeds so reinvested shall not exceed the amount necessary to replace and/or repair such property and the remainder shall be prepaid) and (z) such prepayment shall be made within 3 business days of receipt of such net cash proceeds,

(iii) with 100% of the proceeds of non-permitted debt, and

(iv) with proceeds of equity issuances (without duplication with respect to equity cures and subject to exceptions for equity issued in connection with permitted acquisitions, other permitted investments, and capital expenditures to be agreed and only so long as no event of default has occurred and is continuing immediately prior to or after giving effect to such equity issuances).

**REPRESENTATIONS AND WARRANTIES:**

The First Lien Exit Facility Documents will contain usual and customary representations and warranties for financings of this type, subject to thresholds and materiality qualifiers to be agreed, including, without limitation: valid existence; power and authority; foreign qualifications; binding obligation; compliance with law; no conflict; governmental authorization; enforceability; absence of litigation and other adverse proceedings; material contracts; no default or event of default; ERISA compliance; margin regulations; title to properties; taxes; financial condition (including as to projections and no material adverse change); environmental matters; investment company and other regulated entities; solvency of the Loan Parties on a consolidated basis; labor relations; intellectual property; insurance matters; subsidiaries; jurisdiction of organization; location of chief executive office; deposit and other accounts; status of First Lien Exit Facility as senior debt; hedge agreements; marketing of production; gas imbalances; take or pay arrangements; accuracy of information provided; and compliance with sanctions, OFAC, anti-money laundering, PATRIOT Act and other anti-terrorism laws and anti-corruption laws.

**CONDITIONS PRECEDENT:**

The closing of the First Lien Exit Facility will be subject to the satisfaction (or waiver by the First Lien Term Lenders) of the following conditions precedent (the date on which such conditions are satisfied or waived and the funding under the First Lien Exit Facility occurs, the “*Closing Date*”):

(i) the execution and delivery by each of the Loan Parties of the First Lien Exit Facility Documents (including all security agreements, control agreements, mortgages and other collateral documents necessary or advisable to create and perfect security interests in the Collateral (subject to appropriate post-closing periods to be agreed; provided that, all mortgages and UCC-1 financing statements shall be executed and/or delivered on the Closing Date), corporate records and documents from public officials, officers’ certificates and the New Intercreditor Agreement in respect of

indebtedness evidenced by the Second Lien Exit Facility) in each case satisfactory to the First Lien Exit Facility Agent (in its sole discretion);

(ii) the delivery of other customary closing documents (including, among other things, customary legal opinions, lien searches and evidence of insurance and endorsements (subject to post-closing periods to be agreed) in each case, in form and substance satisfactory to the First Lien Exit Facility Agent;

(iii) the simultaneous closing and funding of the Second Lien Term Facility Credit Agreement, which funding shall be in a minimum aggregate principal amount not less than \$140.0 million and not more than \$185.0 million;

(iv) NewCo and its subsidiaries shall have no obligations in respect of, nor any liens or other encumbrances on their assets or equity interests securing, in each case, indebtedness for borrowed money other than in respect of the First Lien Exit Facility and the Second Lien Exit Facility (including, for the avoidance of doubt, indebtedness arising under the existing Prepetition FLTL Loans that is not assumed by the Borrower on the Plan Effective Date and the Prepetition SLTL Loans);

(v) the Restructuring Transactions shall have been, or shall substantially simultaneously be, consummated and effective in accordance with the Plan, the Plan Supplement and the Plan of Merger, as applicable and the Plan Effective Date shall have occurred;

(vi) the transactions contemplated by the Credit Bid Purchase Agreement shall be consummated, in all material respects, in accordance with the terms of the Credit Bid Purchase Agreement in the version attached to the draft of the Disclosure Statement at Docket No. 1022 (including all annexes, schedules and exhibits thereto, the “**Approved Credit Bid Purchase Agreement**”); provided that any amendments, modifications and waivers to the Approved Credit Bid Purchase Agreement, and consents granted thereunder, in each case, that (a) individually or in the aggregate, result in a reduction of 10% or more of the total PV-10 of total 2P reserves comprising the assets acquired by the Credit Bid Purchaser (which shall be calculated by reference to the FWE YE2020 Internal Reserve Report (as of 5.1.21)), (b) results in any contract rights constituting material assets not being acquired by the Credit Bid Purchaser, (c) individually or in the aggregate, results in an increase by \$40.0 million or more (which, for the avoidance of doubt, in the case of plugging and abandonment liabilities, shall be calculated on a present value basis) in liabilities assumed by the Credit Bid Purchaser, (d) provide for any change in treatment of the Prepetition FLFO Credit Agreement or First Lien Exit Facility, or (e) provide for any differences from the Approved Credit Bid Purchase Agreement that are materially adverse to the interests of the First Lien Exit Facility Agent and the First Lien Exit Facility Lenders, in their capacity as such, in each case, shall require the consent of the First Lien Exit Facility Agent (which, in the case of clauses (b) and (e) above, shall not to be unreasonably withheld);

(vii) all material contracts binding on the Loan Parties as of the Plan Effective Date, including all agreements between NewCo and any of its

subsidiaries and FWE I or FWE III or any of their respective affiliates to be entered into on the Plan Effective Date (including, without limitation, any transition services agreements, joint development agreements and net profits interests agreements) shall be in form and substance reasonably acceptable to the First Lien Exit Facility Agent;

(viii) the fees and expenses of the First Lien Exit Facility Agent and the First Lien Term Lenders (including the reimbursement of the reasonable and documented fees and expenses of legal counsel) shall have been paid or shall be paid substantially concurrently with the funding of the First Lien Exit Facility;

(ix) delivery of a Reserve Report (as defined below) evaluating the Credit Bid Acquired Interests constituting proved reserves of the Loan Parties with a recent “as of” date, in form and substance acceptable to the First Lien Exit Facility Agent;

(x) the aggregate unrestricted cash and cash equivalents of the Borrower and Subsidiary Guarantors as of the Closing Date on a pro forma basis (including after payment of Restructuring Expenses) shall not be less than \$100.0 million plus additional cash reserves, if any, to be agreed;

(xi) compliance on a pro forma basis with the Total Net Leverage Ratio (as defined below) and the Minimum Asset Coverage Ratio (as defined below);

(xii) the First Lien Exit Facility Agent shall have received, at least three business days prior to the Closing Date, all documentation and other information required by bank regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including, without limitation, the PATRIOT Act and under the beneficial ownership regulation (including a beneficial ownership certification), that has been requested in writing by the First Lien Exit Facility Agent at least 10 days prior to the Closing Date;

(xiii) evidence satisfactory to the First Lien Exit Facility Agent in the form of a solvency certificate from the Borrower that, as of the Closing Date, after giving effect to the Transactions, including, without limitation, the incurrence of indebtedness under the First Lien Exit Facility and the Second Lien Exit Facility, the Loan Parties, on a consolidated basis, are solvent;

(xiv) all representations and warranties true and correct in all material respects (or, if qualified by materiality, in all respects);

(xv) no default or event of default;

(xvi) since the date of the Execution Date (as defined in the Credit Bid Purchase Agreement), no Material Adverse Effect (as defined in the Credit Bid Purchase Agreement) (or any result, event, occurrence, change, circumstance, consequence or development that, individually or in the aggregate would reasonably be expected to result in a Material Adverse Effect) shall have occurred;

(xvii) the First Lien Exit Facility Agent shall be reasonably satisfied with the status of title of the Credit Bid Acquired Interests;

(xviii) the First Lien Exit Facility Agent shall have received, in form and substance reasonably satisfactory to it, all other reports, financial statements, budgets, projections, audits or certifications as it may reasonably request within a reasonable period in advance of the Closing Date; and

(xix) the Disclosure Statement shall be in form and substance reasonably acceptable to the First Lien Exit Facility Agent and the Plan and Confirmation Order shall be in form and substance acceptable to the First Lien Exit Facility Agent (it being understood that the Plan in the form attached as *Annex C* to the Commitment Letter is acceptable to the First Lien Exit Facility Agent, as modified with the consent of the First Lien Exit Facility Agent (not to be unreasonably withheld).

**AFFIRMATIVE COVENANTS:** The First Lien Exit Facility Documents will contain usual and customary affirmative covenants for financings of this type, subject to thresholds, exceptions and materiality qualifiers to be agreed, including without limitation, delivery of unaudited financial statements for each fiscal quarter in each fiscal year within 45 days after fiscal quarter end, delivery of audited annual financial statements within 105 days after fiscal year end (which shall be accompanied by a certification of an independent certified public accounting firm of recognized national standing, whose opinion shall not be qualified with a scope of audit or “going concern” or like qualification or exception (other than with respect to, or resulting from, the occurrence of an upcoming maturity date of indebtedness within one year of the date of such opinion)), budgets delivered within 60 days after fiscal year end, compliance certificates delivered concurrently with financial statements other than unaudited fourth quarter financial statements (including reasonably detailed calculations of the Asset Coverage Ratio, First Lien Leverage Ratio and Total Net Leverage Ratio), commodity swap agreement certificates and calculations, change in corporate information of the Loan Parties, notice of debt incurrence, asset sale/hedge unwind notice, notices of entry into regulatory agreements and settlements and other material regulatory correspondence, notice opening of deposit accounts, production reports (if requested), lists of purchasers (if requested), certifications of calculations of excess cash, after acquired collateral and guarantees, maintenance of existence, payment of taxes and claims, maintenance of properties and insurance, books and records, inspections, quarterly lender meetings, environmental, further assurances, control agreements, ERISA, compliance with laws, compliance with and policies regarding sanctions, anti-terrorism, anti-corruption and anti-money laundering matters, use of proceeds, compliance with contractual obligations, delivery of reserve reports in compliance with the Reserve Report Requirements below and related reserve report certificates (which shall set forth compliance with the Asset Coverage Ratio financial covenant), semi-annual mortgage updates, delivery of title information reasonably satisfactory to the First Lien Exit Facility Agent (if reasonably requested), and a minimum hedging covenant requiring that on or prior to the date that is 45 days post-closing (i) the Borrower and Subsidiary Guarantors shall have entered into hedging contracts with

Approved Counterparties on terms reasonably satisfactory to the First Lien Exit Facility Agent covering at least (a) 50% of then-current reasonably anticipated 2P PDP volumes, for each month during the first 12 months following the date of determination 45 days after the Closing Date (the “*Initial Measurement Period*”) and (b) 25% of the then-current reasonably anticipated 2P PDP volumes for each month during the six months immediately following the Initial Measurement Period and (ii) thereafter, the Borrower and Subsidiary Guarantors will maintain, as tested on a semi-annual basis on June 30 and December 31 of each year, hedging contracts with Approved Counterparties on terms reasonably satisfactory to the First Lien Exit Facility Agent covering at least (a) 50% of the reasonably anticipated 2P PDP volumes for each month on a rolling basis for the 12 months following the date of determination and (b) 25% of the reasonably anticipated 2P PDP volumes for each month on a rolling basis for months 13-18 following the date of determination; provided that reasonably anticipated 2P PDP volumes shall be as set forth in the most recently delivered Reserve Report and all such hedging contracts shall be at market prices at the time entered into; provided, further, that, notwithstanding anything to the contrary set forth above, if the Genovesa and/or Troika TA-3 well has come online on or prior to the date that is 45 days after the Closing Date, the volumes associated with such well, as applicable, shall be treated as PDP.

**RESERVE REPORT  
REQUIREMENTS:**

The Borrower must deliver, on a quarterly basis as of the last day of each fiscal quarter and (i) for the first three fiscal quarters, on or prior to the date on which the compliance certificate relating to such quarter is required to be delivered and (ii) for the fourth fiscal quarter, on or prior to the date that is 90 days after fiscal quarter end, to the First Lien Exit Facility Agent a reserve report in form and substance reasonably satisfactory to the First Lien Exit Facility Agent of the Loan Parties’ proved oil and gas properties (each, a “*Reserve Report*”) prepared and certified by the Borrower’s internal petroleum engineers; provided that at least one Reserve Report per fiscal year shall be prepared or audited by an independent third party reserve engineer (if audited, covering a minimum percentage to be agreed of the value of the Loan Parties’ proved oil and gas properties (the “*Minimum Percentage*”)) reasonably acceptable to the First Lien Exit Facility Agent. In addition, upon the request of the First Lien Exit Facility Agent in its sole discretion, the Borrower shall deliver to the First Lien Exit Facility Agent a third-party audit of the most recently delivered Reserve Report which is reasonably acceptable to the First Lien Exit Facility Agent and covers the Minimum Percentage (i) once upon request during any calendar year if no event of default has occurred and is continuing under any of the First Lien Exit Facility Documents or (ii) at any time so requested if an event of default has occurred and is continuing under any of the First Lien Exit Facility Documents.

**NEGATIVE COVENANTS:**

The First Lien Exit Facility Documents will contain usual and customary negative covenants for the Borrower and its restricted subsidiaries, including, without limitation, limitations on liens, debt, fundamental changes, dispositions, restricted payments, investments, prepayments of junior indebtedness, amendments to organizational documents and material contracts in a manner materially adverse to any Loan Party or the First Lien

Term Lenders, changes in nature of business, no foreign subsidiaries (other than the Closing Date Unrestricted Subsidiary and its subsidiaries), changes in fiscal year, burdensome agreements, transactions with affiliates, gas imbalances, take or pay arrangements, marketing of production and deposit accounts and to include a passive holding company covenant for NewCo, subject to thresholds, exceptions and materiality qualifiers to be agreed, but to include the following:

(i) with respect to limitations on indebtedness, baskets permitting (a) the Second Lien Exit Facility and any permitted refinancing thereof, (b) purchase money or capital lease indebtedness in an amount not to exceed \$10.0 million at any time outstanding, (c) indebtedness incurred in connection with the financing of new equipment in order to reduce near-term capital expenditures associated with deepwater projects not to exceed \$80.0 million, provided that such indebtedness is (x) not recourse to any Loan Party and (y) on terms acceptable to the First Lien Exit Facility Agent in its sole discretion, (d) indebtedness incurred by a Qualified Receivables Subsidiary in a Qualified Receivables Financing (to be defined, but to include customary limitations, terms and conditions to be agreed) that is not recourse to any Loan Party (which shall not constitute “indebtedness” for any calculation under the First Lien Exit Facility Documents), (e) letters of credit with a face amount not in excess of \$50.0 million and (f) general unsecured debt not to exceed \$10.0 million at any time outstanding;

(ii) with respect to limitations on liens, baskets permitting (a) liens on debt permitted to be incurred as described in clauses (i)(a), (i)(b) (limited to the assets subject to such indebtedness), (i)(c) (limited to liens on the new equipment so financed), (i)(d), and (i)(e) (limited to liens on cash collateral) above, and (b) liens securing debt (other than debt for borrowed money) not to exceed \$10.0 million;

(iii) with respect to limitations on dispositions, a basket permitting (a) dispositions of the Loan Parties’ investment in Mexico, (b) dispositions of assets constituting PDP, PDNP and related infrastructure assets in an amount not to exceed \$30.0 million during the term of the First Lien Exit Facility, (c) transfer of accounts receivable and related assets in connection with a Qualified Receivables Financing, (d) transfers of assets among Loan Parties and (e) dispositions of other assets in an amount not to exceed \$100.0 million during the term of the First Lien Exit Facility, so long as, in each case, (x) 85% of the consideration therefor is in the form of cash and cash equivalents, (y) no event of default shall have occurred and be continuing and (z) the notice and mandatory prepayment provisions are complied with;

(iv) with respect to limitations on distributions, a basket permitting (a) tax distributions, (b) payment of other customary corporate and overhead items and (c) distributions of receivables in connection with a Qualified Receivables Financing;

(v) with respect to limitations on investments, baskets permitting (a) investments in joint ventures, so long as no event of default shall exist or result therefrom and the aggregate amount of such investments shall not



exceed \$5.0 million in any fiscal year, (b) acquisitions of additional oil and gas properties, (c) investments in the Borrower and Subsidiary Guarantors, (d) so long as no event of default shall exist or result therefrom, investments in the Closing Date Unrestricted Subsidiary and its subsidiaries to fund capital calls required pursuant to the organizational documents of Fieldwood Mexico B.V., which investments shall not exceed, in any fiscal year, the sum of (1) an amount equal to G&A reimbursements received in cash by the Loan Parties from the Closing Date Unrestricted Subsidiary during such fiscal year and (2) \$5.0 million (provided that the amount pursuant to this clause (2) shall be \$10.0 million for the fiscal year ending December 31, 2021), (e) investments in or by a Qualified Receivables Subsidiary or other investments, in each case, in connection with a Qualified Receivables Financing and (f) other investments and acquisitions in an amount not to exceed \$20.0 million in the aggregate at any time outstanding; and

(vi) with respect to limitations on prepayments of junior indebtedness, a basket for a prepayment of indebtedness outstanding under the Second Lien Exit Facility Credit Agreement once in respect of each fiscal quarter, commencing upon the Variable Amortization Trigger Date, in an amount not to exceed 25% of the amount of Consolidated Excess Cash as of the last day of such fiscal quarter so long as (a) the aggregate principal amount of First Lien Term Loans outstanding under the First Lien Exit Facility shall be less than \$80.0 million, (b) after giving effect to such payment, the pro forma First Lien Leverage Ratio of the Borrower and Subsidiary Guarantors shall be less than 0.5:1.00, (c) any such prepayments of indebtedness outstanding under the Second Lien Exit Facility Credit Agreement shall be subject to and accompanied by a dollar-for-dollar prepayment of First Lien Term Loans, (d) no event of default has occurred and is continuing immediately prior to or after giving effect to such prepayment of indebtedness and (e) such prepayment of indebtedness is made within 5 business days following the end of such fiscal quarter.

The First Lien Exit Facility Documents shall also include limitations on commodity swap arrangements, including that:

(i) they are limited to a maximum duration of 60 months;

(ii) shall cover notional volumes of not more than, at the time such swap agreement is entered into, for each calendar month 85% of reasonably anticipated production from proved developed producing reserves of crude oil, natural gas and natural gas liquids (calculated separately), as set forth in the most recently delivered Reserve Report; provided that, if, after the end of any calendar quarter, commencing with the first calendar quarter ending after the Closing Date, the Borrower determines that the aggregate weighted average of the notional volumes of all swap agreements in respect of commodities for such calendar quarter (other than basis differential swaps on volumes already hedged pursuant to other swap agreements) exceeded 100% of actual production of hydrocarbons in such calendar quarter, then the Borrower (i) shall promptly notify the First Lien Exit Facility Agent of such determination and (ii) shall, within 45 days of such determination, terminate (only to the extent such terminations are permitted pursuant to the asset sale and hedge unwind negative covenant), create off-setting positions,

or otherwise unwind or monetize (only to the extent such unwinds or monetizations are permitted pursuant to the asset sale and hedge unwind covenant) existing swap agreements such that, at such time, future hedging volumes will not exceed 100% of reasonably anticipated projected production for the then-current and any succeeding calendar quarters; and

(iii) all purchased put options or price floors for hydrocarbons shall be excluded for purposes of the foregoing volume limitations on commodity swap arrangements.

**FINANCIAL COVENANTS:**

Financial covenants shall consist of the following to be tested quarterly as of the last day of each fiscal quarter:

(i) a Maximum Ratio of Total Net Debt (as defined below) to EBITDA (as defined below) of 2.25:1.00 (the “**Total Net Leverage Ratio**”); and

(ii) a minimum asset coverage ratio of at least 2.25:1.00 (the “**Minimum Asset Coverage Ratio**”) (with “**Asset Coverage Ratio**” to be defined in a manner to be agreed, but in any event to be the ratio of (a) total 2P Producing PV-10 of the Loan Parties plus solely through and including the last day of the fiscal quarter ending September 30, 2021, the PV-15 attributable to the Genovesa and Troika TA-3 wells (which thereafter shall only be included to the extent comprising 2P Producing wells), in each case as set forth in the most recently delivered Reserve Report, plus the present value (positive or negative) of the mark-to-market commodity hedge positions at the time of the most recently delivered Reserve Report discounted at 10% per annum, less the present value of the estimated plugging and abandonment costs of the Borrower and Subsidiary Guarantors’ wells and any related assets at such time, discounted at 10% per annum (provided such estimated costs and timing assumptions shall be consistent with historical practices and otherwise reasonably acceptable to the First Lien Exit Facility Agent) plus any PDNP or PDBP which is capable of producing without incurring any additional capital as well as any PDNP previously included as PDP reserves and anticipated to be returned to PDP within (1) two months of the delivery of the reserve report so long as any capital required to return to production is incorporated in the PV-10 values and (2) within three to ten months of the delivery of the reserve report so long as (A) any capital required to return to production is incorporated in the PV-10 values and (B) the total amount of this clause (a) that is attributable to such reserves described in this sub-clause (2) does not exceed more than 10% of such total amount (calculated prior to giving effect to the additions of reserves described in this sub-clause (2)); provided that appropriate deductions shall be made for severance and ad valorem taxes, and for operating, gathering, transportation, marketing costs and other costs required for the production and sale of such oil and gas properties to (b) the outstanding balance of the First Lien Term Loans as of such last day of such fiscal quarter net of Consolidated Excess Cash; provided that for purposes of calculating total 2P Producing PV-10 (and the PV-15 attributable to the Genovesa and Troika TA-3 wells, if and when applicable) the price deck and mark-to-market hedge valuation shall utilize the average NYMEX strip calculated during the 30 calendar days preceding the “as of” date of the most recently delivered Reserve Report (held flat after year 5 at

the average 5th year prices) and including basis differentials determined by the Borrower in a manner consistent with historical and customary industry practices, such differentials being subject to the approval of the First Lien Exit Facility Agent).

As used herein, “**Total Net Debt**” means (a) the sum of (without duplication) all debt consisting of Capitalized Lease Obligations (to be defined), all reimbursement obligations (whether contingent or otherwise) in respect of letters of credit (other than to the extent fully cash collateralized or to the extent in respect of undrawn letters of credit with an aggregate face amount not in excess of \$25.0 million), debt for borrowed money and debt evidenced by notes, loan agreements, debentures, indentures or similar instruments, disqualified capital stock, accounts payable and liabilities in respect of obligations to pay the deferred purchase price of any assets or services (to the extent greater than 60 days past due, unless disputed in good faith), and any of the foregoing debt of other persons in the amount secured by a lien on the assets of the Borrower or any Subsidiary Guarantor or in the amount guaranteed by the Borrower or any Subsidiary Guarantor, in each case, of the Borrower or any Subsidiary Guarantor on such date (other than intercompany indebtedness) and, to the extent appearing on the balance sheet of the Borrower, determined on a consolidated basis in accordance with GAAP (provided that (x) the amount of any Capitalized Lease Obligations or any such debt issued at a discount to its face value shall be determined in accordance with GAAP and (y) permitted indebtedness incurred in connection with a the financing of new equipment in order to reduce near-term capital expenditures associated with deepwater projects shall be excluded from the definition of Total Net Debt) less (b) the amount that (i) all unrestricted cash on hand of the Borrower and Subsidiary Guarantors (to the extent held in deposit accounts subject to control agreements with the First Lien Exit Facility Agent as secured party) exceeds (ii) \$50,000,000.

As used herein, “**EBITDA**” means, of the Borrower and the Subsidiary Guarantors, for any period, the sum of Consolidated Net Income (to be defined, but which shall, in any event, (x) include adjustments for gains and/or losses with respect to hedge unwinds over the applicable period covered by such unwound hedges and (y) include proceeds of any payments from BP related to the Isabela transaction) for such period plus the following expenses or charges to the extent deducted from consolidated net income in such period: interest, income taxes, depreciation, depletion, amortization, exploration expenses, actual costs and expenses of the Loan Parties incurred in connection with the Restructuring Transactions, other noncash charges, and losses from asset dispositions (other than Hydrocarbons produced in the ordinary course of business and other than hedge unwinds), minus (x) all gains from asset dispositions (other than Hydrocarbons produced in the ordinary course of business and other than hedge unwinds), (y) all general and administrative expenses during such period to the extent such expenses were not deducted from consolidated net income in such period (e.g. capitalized general and administrative expenses) and (z) all noncash income, in each case to the extent added to consolidated net income in such period; provided, however, that for the purposes of calculating EBITDA for any period of four consecutive fiscal quarters

(each, a “*Reference Period*”), if during such Reference Period the Loan Parties shall have made a material disposition or material acquisition (with materiality thresholds to be agreed in the definitive documentation), EBITDA for such Reference Period shall be calculated after giving pro forma effect thereto as if such disposition or acquisition by the Loan Parties occurred on the first day of such Reference Period with such pro forma adjustments being determined in good faith by a financial officer of the Borrower and reasonably acceptable to the First Lien Exit Facility Agent. EBITDA for the first three fiscal quarters following the Closing Date will be annualized on a building basis (i.e. first full quarter multiplied by four, first two fiscal quarters multiplied by 2 and first three fiscal quarters multiplied by 4/3).

The First Lien Exit Facility Documents will permit equity cures not more than two times (non-consecutively) per four fiscal quarter period and not more than three times over the life of the First Lien Exit Facility, provided that the proceeds of such equity cure are used to repay First Lien Term Loans in order for the Borrower to be in compliance with the applicable financial covenant.

**EVENTS OF DEFAULT:**

The First Lien Exit Facility Documents shall contain usual and customary events of default (with customary thresholds and grace periods) for financings of this type, including without limitation: nonpayment of principal, interest, fees or other amounts when due (with a 3 business day grace period for interest, fees and other non-principal amounts); failure to perform affirmative covenants (with exceptions and grace periods to be agreed), negative covenants and the Financial Covenants (and the affirmative covenants to provide notice of default or maintain the Borrower’s corporate existence); any representation or warranty incorrect in any material respect when made or deemed made; cross-default to the Second Lien Exit Facility and other indebtedness having an aggregate principal amount in excess of \$10.0 million; bankruptcy or insolvency proceedings of any Loan Party (with a 60-day grace period for involuntary events); final non-appealable monetary judgments to the extent not covered by indemnities or insurance in an amount in excess of \$10.0 million; ERISA events, subject to material adverse effect; invalidity of any guarantee or the First Lien Exit Facility Agent’s lien under the security documents; and change of control.

**SECOND LIEN  
INTERCREDITOR  
AGREEMENT:**

Usual and customary including:

- (i) 180 day standstill;
- (ii) identical (subject to conforming changes) collateral and security instruments (to be based on first lien security documents);
- (iii) automatic release of second liens upon release of same collateral by First Lien Exit Facility Agent (to the extent such collateral was permitted to be sold under the Second Lien Exit Facility documentation); and
- (iv) second lien holders prohibited from contesting or proposing a DIP financing (subject to a DIP cap to be agreed) without consent of First Lien Exit Facility Agent except that (a) they may propose a DIP financing that would repay the First Lien Exit Facility in full in cash and (b) they may

propose a DIP financing that is junior in priority to the First Lien Exit Facility in the event that the First Lien Term Lenders have declined to propose a DIP financing or failed to timely propose a DIP financing (such timing to be agreed in the intercreditor agreement).

**VOTING:**

Amendments, waivers and other modifications to the First Lien Exit Facility Documents shall require the consent of First Lien Term Lenders holding more than 50.0% of First Lien Term Loans (the “**Required Lenders**”); provided, however, that in the event that at any time there are two or more unaffiliated First Lien Term Lenders, the consent of at least two First Lien Term Lenders shall be required for Required Lenders.

Certain amendments, waivers and other modifications shall require the consent of all First Lien Term Lenders, including, without limitation, reduction to the interest rate, extension of maturity, extension or waiver of scheduled repayments, reduction of principal, increasing a commitment, alteration of the pro rata application of repayments, amending or waiving voting or funding conditions, the First Lien Exit Facility Agent’s indemnification, releasing substantially all Collateral or Guarantors, subordinating the obligations under the First Lien Exit Facility or the liens on the Collateral (in each case, subject to customary exceptions) and consenting to the assignment or transfer of the Borrower’s obligations under the First Lien Exit Facility Documents (except in connection with a transaction expressly permitted or not prohibited thereby).

**TAXES, RESERVE  
REQUIREMENTS AND  
INDEMNITIES:**

All payments are to be made free and clear of any taxes, subject to usual and customary exceptions.

The Loan Parties will indemnify the First Lien Term Lenders against all increased costs of capital resulting from reserve requirements or otherwise imposed, in each case subject to customary increased costs, capital adequacy and similar provisions to the extent not taken into account in the calculation of ABR or Adjusted LIBOR.

**ASSIGNMENTS:**

Customary and appropriate provisions relating to assignments and participations by the First Lien Term Lenders; provided that the Borrower shall have the right to consent to any assignment by a First Lien Term Lender (such consent not to be unreasonably withheld, conditioned, or delayed) unless (a) an event of default has occurred and is continuing or (b) such assignment is to another First Lien Term Lender, an affiliate of any First Lien Term Lender or an “approved fund”.

**INDEMNIFICATION;  
EXPENSES:**

Customary and appropriate provisions relating to indemnity, expense reimbursement and related matters in a form reasonably satisfactory to the First Lien Exit Facility Agent, with standards consistent with those set forth on **Annex A** to the Commitment Letter to which this **Annex B** is attached.

**CHOICE OF LAW;  
JURISDICTION:**

The First Lien Exit Facility Documents will be governed by and construed in accordance with the laws of the State of New York. The Loan Parties will submit to the non-exclusive jurisdiction and venue of the federal and state courts of the State of New York and shall waive any right to trial by jury.

**COUNSEL TO THE FIRST  
LIEN EXIT FACILITY**

Vinson & Elkins LLP

**AGENT:**



**EXHIBIT A**

Part A: Approved Cash Management and Treasury Services Providers

Capital One, National Association and its affiliates

Part B: Approved Hedge Counterparties

J. Aron & Company LLC and its affiliates

Morgan Stanley Capital Group Inc. and its affiliates

Shell Trading Risk Management, LLC and its affiliates

Macquarie Bank Limited and its affiliates

BP Energy Company and its affiliates

Annex C

Plan

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

In re:	§	Chapter 11
	§	
FIELDWOOD ENERGY LLC, <i>et al.</i> ,	§	Case No. 20-33948 (MI)
	§	
Debtors. <sup>1</sup>	§	(Jointly Administered)
	§	

**THIRD AMENDED JOINT CHAPTER 11 PLAN OF  
FIELDWOOD ENERGY LLC AND ITS AFFILIATED DEBTORS**

**WEIL, GOTSHAL & MANGES LLP**

Alfredo R. Pérez  
Clifford W. Carlson  
700 Louisiana Street, Suite 1700  
Houston, Texas 77002  
Telephone: (713) 546-5000  
Facsimile: (713) 224-9511

**WEIL, GOTSHAL & MANGES LLP**

Matthew S. Barr (admitted *pro hac vice*)  
Jessica Liou (admitted *pro hac vice*)  
767 Fifth Avenue  
New York, New York 10153  
Telephone: (212) 310-8000  
Facsimile: (212) 310-8007

*Attorneys for Debtors  
and Debtors in Possession*

Dated: March 24, 2021  
Houston, Texas

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: Dynamic Offshore Resources NS, LLC (0158); Fieldwood Energy LLC (6778); Fieldwood Energy Inc. (4991); Fieldwood Energy Offshore LLC (4494); Fieldwood Onshore LLC (3489); Fieldwood SD Offshore LLC (8786); Fieldwood Offshore LLC (2930); FW GOM Pipeline, Inc. (8440); GOM Shelf LLC (8107); Bandon Oil and Gas GP, LLC (9172); Bandon Oil and Gas, LP (9266); Fieldwood Energy SP LLC (1971); Galveston Bay Pipeline LLC (5703); and Galveston Bay Processing LLC (0422). The Debtors' primary mailing address is 2000 W. Sam Houston Parkway S., Suite 1200, Houston, TX 77042.

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Each of Fieldwood Energy LLC; Fieldwood Energy Inc.; Dynamic Offshore Resources NS, LLC; Fieldwood Energy Offshore LLC; Fieldwood Onshore LLC; Fieldwood SD Offshore LLC; Fieldwood Offshore LLC; FW GOM Pipeline, Inc.; GOM Shelf LLC; Bandon Oil and Gas GP, LLC; Bandon Oil and Gas, LP; Fieldwood Energy SP LLC; Galveston Bay Pipeline LLC; and Galveston Bay Processing LLC (each, a “*Debtor*” and collectively, the “*Debtors*”) proposes the following joint chapter 11 plan of reorganization pursuant to section 1121(a) of the Bankruptcy Code. Capitalized terms used herein shall have the meanings set forth in Section 1.1 below.

## ARTICLE I. DEFINITIONS AND INTERPRETATION.

### 1.1 Definitions.

The following terms shall have the respective meanings specified below:

**363 Credit Bid Transaction** means the sale of the Credit Bid Acquired Interests to the Credit Bid Purchaser pursuant to section 363 of the Bankruptcy Code on substantially the same terms as provided in the Credit Bid Purchase Agreement in accordance with Section 5.2(c) of this Plan.

**Abandoned Properties** means the Debtors’ rights to and interests in executory contracts and unexpired federal leases, rights-of-way, and right-of-use-and-easements listed on the Schedule of Abandoned Properties (as amended, supplemented, or otherwise modified from time to time).

**Accepting Class** means a class of Claims or Interests that votes to accept this Plan in accordance with section 1126 of the Bankruptcy Code.

**Ad Hoc Group of Secured Lenders** means the ad hoc group of holders of Prepetition FLTL Loans and Prepetition SLTL Loans that is represented by the Ad Hoc Group of Secured Lenders Advisors.

**Ad Hoc Group of Secured Lenders Advisors** means Davis Polk & Wardwell LLP, Haynes and Boone LLP, Gordon, Arata, Montgomery, Barnett, McCollam, Duplantis & Eagan, LLC, Rothschild & Co US Inc. and Intrepid Financial Partners, LLC and any local or foreign advisors.

**Ad Hoc Group of Prepetition SLTL Lenders** means that certain ad hoc group of holders of Prepetition SLTL Loans that is represented by the Ad Hoc Group of Prepetition SLTL Advisors.

**Ad Hoc Group of Prepetition SLTL Lenders Advisors** means only Kasowitz Benson Torres LLP.

***Additional Predecessor Agreement*** means any consensual agreement that the Debtors may enter into prior to the Confirmation Date with any entity or entities in the chain of title, co-working interest owner(s), or other related party for any of the Abandoned Properties.

***Additional Predecessor Agreement Documents*** means any agreements or documents contemplated by and necessary to the consummation of an Additional Predecessor Agreement.

***Administrative Expense Claim*** means any Claim constituting a cost or expense of administration incurred during the Chapter 11 Cases of a kind specified under section 503(b) of the Bankruptcy Code and entitled to priority under sections 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code (other than DIP Claims and Postpetition Hedge Claims), including (a) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors (such as wages, salaries, or commissions for services and payments for goods and other services and leased premises), and (b) Fee Claims.

***Allowed*** means, with respect to any Claim against or Interest in a Debtor, (a) (i) that is timely filed by the bar dates established in the Chapter 11 Cases, or (ii) as to which there exists no requirement for the holder of a Claim to file such Claim under the Plan, the Bankruptcy Code, the Bankruptcy Rules or a Final Order, (b) (i) that is listed in the Schedules as not contingent, not unliquidated, and not disputed, and (ii) for which no contrary proof of claim has been timely filed, or (c) allowed under the Plan or by a Final Order (including the DIP Order). With respect to any Claim described in clause (a) above, such Claim will be considered allowed only if, and to the extent that, (A) no objection to the allowance of such Claim has been asserted, or may be asserted, on or before the time period set forth in the Plan, and no request for estimation or other challenge, including pursuant to section 502(d) of the Bankruptcy Code or otherwise, has been interposed and not withdrawn within the applicable period fixed by the Plan or applicable law, (B) an objection to such Claim is asserted and such Claim is subsequently allowed pursuant to a Final Order, (C) such Claim is settled pursuant to an order of the Bankruptcy Court, or (D) such Claim is allowed pursuant to the Plan or any agreements related thereto and such allowance is approved and authorized by the Bankruptcy Court; *provided, however*, that notwithstanding the foregoing, the Post-Effective Date Debtors shall retain all claims and defenses with respect to Allowed Claims that are reinstated or otherwise unimpaired pursuant to the Plan. If a Claim is Allowed only in part, any provisions hereunder with respect to Allowed Claims are applicable solely to the Allowed portion of such Claim. Notwithstanding the foregoing, unless expressly waived herein, the Allowed amount of Claims or Interests shall be subject to and shall not exceed the limitations or maximum amounts permitted by the Bankruptcy Code, including sections 502 or 503 of the Bankruptcy Code, to the extent applicable.

***Amended Organizational Documents*** means the certificates of incorporation, certificates of formation, bylaws, limited liability company agreements, stockholders agreement, and the operating agreements or other similar organizational or formation documents, as applicable, of the Post-Effective Date Debtors.

***Apache*** means Apache Corporation.

**Apache Definitive Documents** has the meaning set forth in the Apache Implementation Agreement.

**Apache Fees and Expenses** has the meaning set forth in the Apache Implementation Agreement.

**Apache Implementation Agreement** means that certain Implementation Agreement, dated January 1, 2021, by and among Debtor Fieldwood Energy LLC and Debtor GOM Shelf LLC, on the one hand, and the Apache PSA Parties on the other hand, as may be amended, restated, or otherwise modified pursuant to the terms thereof; *provided* that such amendment, restatement, or other modification is reasonably acceptable to the Debtors, the Apache PSA Parties, the Required DIP Lenders and Requisite FLTL Lenders.

**Apache Implementation Costs** has the meaning ascribed to “Implementation Costs” in the Apache Implementation Agreement.

**Apache PSA Parties** means, collectively, Apache, Apache Shelf, Inc., Apache Deepwater LLC, and Apache Shelf Exploration LLC.

**Apache Term Sheet** has the meaning set forth in the Restructuring Support Agreement.

**Asset** means all of the rights, title, and interests of a Debtor in and to property of whatever type or nature (including real, personal, mixed, intellectual, tangible, and intangible property).

**Assumption Dispute** means an unresolved objection regarding assumption or assumption and assignment of an executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code, including objections based on the appropriate Cure Amount or “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code).

**Avoidance Actions** means all claims and causes of action that may be commenced by or on behalf of the Debtors pursuant to sections 544, 545, 547, 548, 549, 550 and 551 of the Bankruptcy Code or similar nonbankruptcy law, including similar or related state or federal statute and common law.

**Backstop Commitment Premium Equity Interests** means the Second Lien Backstop Commitment Premium Equity Interests, the FLTL ERO Backstop Commitment Premium Equity Interests, and the SLTL ERO Backstop Commitment Premium Equity Interests.

**Bankruptcy Code** means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended from time to time, as applicable to these Chapter 11 Cases.

**Bankruptcy Court** means the United States Bankruptcy Court for the Southern District of Texas having jurisdiction over the Chapter 11 Cases and, to the extent of any reference made under section 157 of title 28 of the United States Code or the Bankruptcy Court

is determined not to have authority to enter a Final Order on an issue, the District Court having jurisdiction over the Chapter 11 Cases under section 151 of title 28 of the United States Code.

**Bankruptcy Rules** means the Federal Rules of Bankruptcy Procedure as promulgated by the Supreme Court of the United States under section 2075 of title 28 of the United States Code, as amended from time to time, applicable to the Chapter 11 Cases, and any local rules of the Bankruptcy Court.

**Business Day** means any day other than a Saturday, a Sunday or any other day on which banking institutions in New York, New York are authorized or required by law or executive order to close.

**Cash** means legal tender of the United States of America.

**Cause of Action** means any action, claim, cross-claim, third-party claim, cause of action, controversy, dispute, demand, right, Lien, indemnity, contribution, guaranty, suit, obligation, liability, loss, debt, fee or expense, damage, interest, judgment, cost, account, defense, remedy, offset, power, privilege, proceeding, license, and franchise of any kind or character whatsoever, known, unknown, foreseen or unforeseen, existing or hereafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively (including any alter ego theories), whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity or pursuant to any other theory of law (including under any state or federal securities laws). For the avoidance of doubt, Cause of Action also includes (a) any right of setoff, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity, (b) the right to object to Claims or Interests, (c) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code (including claims and causes of action arising under section 544, 545, 547, 548, 549, 550, and 551 of the Bankruptcy Code), (d) any claim or defense, including fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the Bankruptcy Code, and (e) any state law fraudulent transfer or preferential transfer claim.

**Chapter 11 Case(s)** means, with respect to a Debtor, such Debtor's case under chapter 11 of the Bankruptcy Code commenced on the Petition Date in the Bankruptcy Court, jointly administered with all other Debtors' cases under chapter 11 of the Bankruptcy Code.

**Claim** means a "claim," as defined in section 101(5) of the Bankruptcy Code, against any Debtor.

**Claims Reserve** means one or more segregated accounts not subject to the Liens of the Prepetition Agents or DIP Agent, which shall be established on or immediately before the Effective Date and funded on the Effective Date with Cash to pay (or reserve for payment of) any (i) Allowed Administrative Expense Claims, (ii) Allowed Priority Tax Claims, (iii) Allowed Priority Non-Tax Claims, (iv) Allowed Other Secured Claims, (v) Allowed Unsecured Trade Claims, and (vi) Cure Amounts; *provided, however*, that all Cash remaining in the Claims Reserve after payment of all relevant Allowed Claims and Cure Amounts in accordance with the terms of this Plan shall constitute Residual Distributable Value; *provided further* that the funding

of the Claims Reserve shall be consistent with the terms of the Second Lien Backstop Commitment Letter.

***Claims Reserve Amount*** means the aggregate amount of Cash, as determined by the Debtors with (i) the consent of the Required DIP Lenders and Requisite FLTL Lenders and (ii) the reasonable consent of the Creditors' Committee solely with respect to the amount of the Claims Reserve on account of Allowed Unsecured Trade Claims, necessary to satisfy all (a) Allowed Administrative Expense Claims, (b) Allowed Priority Tax Claims, (c) Allowed Priority Non-Tax Claims, (d) Allowed Other Secured Claims, (e) Allowed Unsecured Trade Claims, and (f) Cure Amounts, which aggregate amount shall be funded into the Claims Reserve on the Effective Date.

***Class*** means any group of Claims or Interests classified under the Plan pursuant to section 1122 and 1123(a)(1) of the Bankruptcy Code.

***Collateral*** means any Asset of an Estate that is subject to a Lien securing the payment or performance of a Claim, which Lien is not invalid, is properly perfected as of the Petition Date, and is not subject to avoidance under the Bankruptcy Code or applicable nonbankruptcy law.

***Confirmation Date*** means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order.

***Confirmation Hearing*** means the hearing to be held by the Bankruptcy Court regarding confirmation of the Plan, as such hearing may be adjourned or continued from time to time.

***Confirmation Order*** means the order of the Bankruptcy Court, in form and substance acceptable to the Debtors, the Required DIP Lenders, the Requisite FLTL Lenders, the Prepetition FLFO Administrative Agent, and the Creditors' Committee, confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

***Confirmation Outside Date*** means May 10, 2021 or such later date as may be mutually agreed between the Debtors, the Required DIP Lenders, and the Requisite FLTL Lenders.

***Consenting Creditors*** means the Prepetition FLTL Lenders, together with their respective successors and permitted assigns, and the Prepetition SLTL Lenders, together with their respective successors and permitted assigns, that are party to, or have executed a joinder to, the Restructuring Support Agreement.

***Credit Bid Acquired Interests*** has the meaning ascribed to "Acquired Interests" set forth in the Credit Bid Purchase Agreement.

***Credit Bid Assumed Liabilities*** has the meaning ascribed to "Assumed Liabilities" set forth in the Credit Bid Purchase Agreement.

***Credit Bid Consent Rights*** means any right of consent, notice, and other similar rights, if any, that are applicable to the sale of the Credit Bid Acquired Interests in connection with the Credit Bid Purchase Agreement.

***Credit Bid Permitted Encumbrances*** has the meaning ascribed to “Permitted Encumbrances” set forth in the Credit Bid Purchase Agreement.

***Credit Bid Purchase Agreement*** means that certain Purchase and Sale Agreement, by and between Fieldwood Energy LLC, the other seller parties, and the Credit Bid Purchaser and NewCo, together with any and all related agreements, annexes, exhibits and schedules in connection therewith, as amended, supplemented or otherwise modified from time to time, which shall be in form and substance acceptable to the Debtors, the Requisite FLTL Lenders, and the Required DIP Lenders; *provided* that any modifications to the Credit Bid Purchase Agreement from the version attached to the draft of the Disclosure Statement at Docket No. 1022 shall require the consent of the Prepetition FLFO Administrative Agent (not to be unreasonably withheld with respect to the following clauses (b) and (e)) to the extent that such modification (a) individually or in the aggregate, results in a reduction of 10% or more of the total PV-10 of total 2P reserves comprising the assets acquired by the Credit Bid Purchaser (which shall be calculated by reference to the FWE YE2020 Internal Reserve Report (as of 5.1.21)), (b) results in any contract rights constituting material assets not being acquired by the Credit Bid Purchaser, (c) individually or in the aggregate, results in an increase by \$40.0 million or more (which, for the avoidance of doubt, in the case of plugging and abandonment liabilities, shall be calculated on a present value basis) in liabilities assumed by the Credit Bid Purchaser, (d) relates to any change in treatment of the Prepetition FLFO Credit Agreement or First Lien Exit Facility, or (e) provide for any differences from the the draft of the Disclosure Statement at Docket No. 1022 that are materially adverse to the interests of the First Lien Exit Facility Agent and the First Lien Exit Facility Lenders.

***Credit Bid Purchaser*** means [●], a newly formed special purpose bidding entity, as purchaser of certain of the Debtors’ assets pursuant to and in accordance with the Credit Bid Purchase Agreement.

***Credit Bid Preferential Purchase Rights*** has the meaning ascribed to “Preferential Right” set forth in the Credit Bid Purchase Agreement.

***Credit Bid Transaction*** means the sale of the Credit Bid Acquired Interests to the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement.

***Credit Bid Transaction Closing*** means “Closing” as defined in the Credit Bid Purchase Agreement.

***Creditors’ Committee*** means the Official Committee of Unsecured Creditors appointed by the U.S. Trustee in these Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code as it may be reconstituted from time to time.

***Cure Amount*** means the payment of Cash or the distribution of other property (as the parties may agree or the Bankruptcy Court may order) necessary to (a) cure a monetary default by the Debtors in accordance with the terms of an executory contract or unexpired lease



and (b) permit the Debtors to assume such executory contract or unexpired lease under section 365(a) of the Bankruptcy Code.

**Cure Notice** means the notice of proposed Cure Amount to be paid in connection with an executory contract or unexpired lease of the Debtors that may be assumed or assumed and assigned under the Plan pursuant to section 365 of the Bankruptcy Code, which shall include (a) procedures for objecting to proposed assumptions or assumptions and assignments of executory contracts and unexpired leases, (b) any Cure Amount to be paid in connection therewith, and (c) procedures for resolution by the Bankruptcy Court of any related disputes.

**D&O Policy** means any insurance policy, including tail insurance policies, for directors', members', trustees', and officers' liability providing coverage to the Debtors and in effect or purchased as of the Petition Date.

**Debtor(s)** has the meaning set forth in the introductory paragraph of the Plan.

**Debtor in Possession** means, with respect to a Debtor, that Debtor in its capacity as a debtor in possession pursuant to sections 1101, 1107(a), and 1108 of the Bankruptcy Code.

**Decommissioning Agreement** means that Decommissioning Agreement, dated as of September 30, 2013, by and among the Apache PSA Parties, Fieldwood Energy LLC, and the other parties thereto.

**Decommissioning Security** has the meaning set forth in the Apache Implementation Agreement.

**Definitive Documents** has the meaning set forth in the Restructuring Support Agreement.

**DIP Agent** means Cantor Fitzgerald Securities, solely in its capacity as administrative agent and collateral agent under the DIP Facility Credit Agreement, its successors, assigns, or any replacement agent appointed pursuant to the terms of the DIP Facility Credit Agreement.

**DIP Claim** means any Claim held by the DIP Lenders or the DIP Agent arising under or relating to the DIP Facility Credit Agreement or the DIP Order, including any and all fees, interests, and accrued but unpaid interest and fees arising under the DIP Facility Credit Agreement.

**DIP Documents** has the meaning set forth in the DIP Order.

**DIP Facility** means the postpetition senior secured debtor-in-possession term loan credit facility approved by the DIP Order.

**DIP Facility Credit Agreement** means the credit agreement governing the terms of the DIP Facility, dated as of August 24, 2020, by and among Fieldwood Energy LLC, as borrower, FWE Parent, as holdings, the DIP Agent, and the DIP Lenders, with any amendments,

restatements, amendments and restatements, modifications or supplements thereto as permitted by the DIP Order.

**DIP Lenders** means the lenders from time to time party to the DIP Facility Credit Agreement.

**DIP Order** means the *Final Order (I) Authorizing Debtors (A) to Obtain Postpetition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362, 363(b), 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1) and 364(e) and (B) to Utilize Cash Collateral Pursuant to 11 U.S.C. § 363 and (II) Granting Adequate Protection to Prepetition Secured Parties Pursuant to 11 U.S.C. §§ 361, 362, 363, 364 and 507(b)* [Docket No. 346], authorizing the Debtors to enter into the DIP Facility Credit Agreement and access the DIP Facility, as may be amended, supplemented or modified from time to time.

**Disclosure Statement** means the disclosure statement in support of the Plan, in form and substance (i) acceptable to the Debtors, the Required DIP Lenders, the Requisite FLTL Lenders, (ii) reasonably acceptable to the Creditors' Committee solely for matters relating to the treatment of holders of General Unsecured Claims or Unsecured Trade Claims, and (iii) reasonably acceptable to the Prepetition FLFO Administrative Agent, which is prepared and distributed in accordance with sections 1125, 1126(b), or 1145 of the Bankruptcy Code, Bankruptcy Rules 3016 and 3018, or other applicable law, and all exhibits, schedules, supplements, modifications, amendments, annexes, and attachments to such disclosure statement.

**Disputed** means, with respect to a Claim, (a) any Claim, which Claim is disputed under this Plan (including pursuant to section 7.1 of this Plan) or otherwise or as to which the Debtors, the Post-Effective Date Debtors, or the Plan Administrator, as applicable, have interposed and not withdrawn an objection or request for estimation that has not been determined by a Final Order; (b) any Claim, proof of which was required to be filed by order of the Bankruptcy Court but as to which a proof of claim was not timely or properly filed; (c) any Claim that is listed in the Schedules, if any are filed, as unliquidated, contingent, disputed or undetermined, and as to which no request for payment or proof of claim has been filed; or (d) any Claim that is otherwise disputed by any of the Debtors or the Post-Effective Date Debtors in accordance with applicable law or contract, which dispute has not been withdrawn, resolved or overruled by a Final Order. To the extent the Debtors dispute only the amount of a Claim, such Claim shall be deemed Allowed in the amount the Debtors do not dispute, if any, and Disputed as to the balance of such Claim.

**Distribution Date** means the date or dates, including the Initial Distribution Date, as determined by the Plan Administrator in accordance with the terms of this Plan, on which the Plan Administrator makes a Distribution to holders of Allowed Claims.

**Distribution Record Date** means, except as otherwise provided in the Plan, the date that is two business days before the Effective Date or such other date as is designated by the Debtors with the consent of the Requisite FLTL Lenders and the Required DIP Lenders.

**Divisive Merger** means a divisive merger pursuant to Sections 10.001, 10.002, 10.008 and 10.302 of the Texas Business Organizations Code.

**Effective Date** means the date which is the first Business Day on which (a) all conditions to the effectiveness of the Plan set forth in Section 9.1 of the Plan have been satisfied or waived in accordance with the terms of the Plan, and (b) no stay of the Confirmation Order is in effect.

**Entity** means an “entity,” as defined in section 101(15) of the Bankruptcy Code.

**Equity Rights Offerings** means, collectively, the FLTL Equity Rights Offering and the SLTL Equity Rights Offering.

**ERO Backstop Agreements** means, collectively, the FLTL ERO Backstop Agreement and the SLTL ERO Backstop Agreement.

**ERO Backstop Parties** means, collectively, the FLTL ERO Backstop Parties and the SLTL ERO Backstop Parties.

**Estate(s)** means individually or collectively, the estate or estates of the Debtors created under section 541 of the Bankruptcy Code.

**Exculpated Parties** means collectively, and in each case in their capacities as such during the Chapter 11 Cases (a) the Debtors, (b) the Post-Effective Date Debtors, (c) FWE I, (d) the DIP Agent and DIP Lenders under the DIP Facility, (e) the Prepetition FLFO Secured Parties, (f) the Consenting Creditors, (g) the Prepetition FLFO Collateral Agent, (h) the Prepetition FLTL Administrative Agent, (i) the Prepetition SLTL Agent, (j) the Creditors’ Committee and the current and former members of the Creditors’ Committee (solely in their capacities as such), (k) NewCo and all of its subsidiaries (including the Credit Bid Purchaser), (l) the Exit Facility Agents, (m) the Exit Facility Lenders, (n) the Second Lien Backstop Parties, (o) the ERO Backstop Parties, (p) the Apache PSA Parties, and (q) with respect to each of the foregoing Persons in clauses (a) through (p) each of their current and former affiliates, and each such Entity’s and its current and former affiliates’ current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their current and former officers, members, managers, directors, equity holders (regardless of whether such interests are held directly or indirectly), principals, members, employees, agents, managed accounts or funds, management companies, fund advisors, investment advisors, advisory board members, financial advisors, partners (including both general and limited partners), attorneys, accountants, investment bankers, consultants, representatives and other professionals, such Persons’ respective heirs, executors, estates, and nominees, in each case in their capacity as such, and any and all other persons or entities that may purport to assert any cause of action derivatively, by or through the foregoing entities.

**Existing Equity Interests** means shares of common stock of FWE Parent that existed immediately before the Effective Date.

**Exit Facilities** means the First Lien Exit Facility and the Second Lien Exit Facility.

**Exit Facility Agents** means the First Lien Exit Facility Agent and the Second Lien Exit Facility Agent.

**Exit Facility Documents** means the First Lien Exit Facility Documents and the Second Lien Exit Facility Documents.

**Exit Facility Lenders** means the First Lien Exit Facility Lenders and the Second Lien Exit Facility Lenders.

**Fee Claim** means a Claim for professional services rendered or costs incurred on or after the Petition Date through the Effective Date by Professional Persons retained by an order of the Bankruptcy Court pursuant to sections 327, 328, 329, 330, 331, 503(b), or 1103 of the Bankruptcy Code in the Chapter 11 Cases.

**Fieldwood U.A. Interests** has the meaning ascribed to such term in the Credit Bid Purchase Agreement.

**Final Order** means an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter which has: (a) not been reversed, stayed, modified or amended, as to which the time to appeal, petition for certiorari or motion for reargument, reconsideration or rehearing has expired and no appeal, petition for certiorari or motion for reargument, reconsideration or rehearing has been timely filed; or (b) as to which any appeal, petition for certiorari or motion for reargument, reconsideration or rehearing that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari, reargument, reconsideration or rehearing was sought; *provided, however*, that the possibility that a motion under Rules 59 or 60 of the Federal Rules of Civil Procedure or any analogous Bankruptcy Rule (or any analogous rules applicable in such other court of competent jurisdiction) may be filed relating to such order or judgment shall not cause such order or judgment not to be a Final Order.

**First Lien Exit Facility** means the facility under the First Lien Exit Facility Credit Agreement.

**First Lien Exit Facility Agent** means the administrative agent under the First Lien Exit Facility Credit Agreement.

**First Lien Exit Facility Commitment Letter** means that certain commitment letter, in form and substance acceptable to the Required DIP Lenders, the Requisite FLTL Lenders, the Debtors, the Prepetition FLFO Administrative Agent, and the First Lien Exit Facility Agent, to be entered into by and among Fieldwood Energy LLC and the First Lien Exit Facility Agent, as may be amended, supplemented, or modified from time to time, pursuant and subject to the terms thereof, pursuant to which, among other things, GS Bank (as defined therein) agreed to act as the sole arranger, administrative agent and collateral agent in connection with the First Lien Exit Facility and to commit to provide First Lien Exit Facility in accordance with the terms and conditions set forth therein.

**First Lien Exit Facility Credit Agreement** means that certain credit agreement to be entered by the Credit Bid Purchaser, the First Lien Exit Facility Agent and the First Lien Exit Facility Lenders on the Effective Date that shall govern the First Lien Exit Facility which shall reflect and contain terms, conditions, representations, warranties, and covenants consistent with the First Lien Exit Facility Term Sheet and otherwise be in form and substance acceptable to the Prepetition FLFO Administrative Agent, the First Lien Exit Facility Agent, the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders.

**First Lien Exit Facility Documents** means, collectively, the First Lien Exit Facility Credit Agreement, and any and all other agreements, documents, and instruments delivered or to be entered into in connection therewith, including any guarantee agreements, pledge and collateral agreements, intercreditor agreements, and other security documents, the terms of which documents shall be in form and substance acceptable to the Prepetition FLFO Administrative Agent, the First Lien Exit Facility Agent, the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders.

**First Lien Exit Facility Lenders** means the lenders party to the First Lien Exit Facility Credit Agreement.

**First Lien Exit Facility Term Sheet** means a term sheet attached to the First Lien Exit Facility Commitment Letter and to be attached to the Disclosure Statement, as may be amended, supplemented or modified from time to time with the consent of the Prepetition FLFO Administrative Agent, the First Lien Exit Facility Agent, the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders.

**FLFO Claims** means all Claims arising from or based upon the Prepetition FLFO Credit Agreement.

**FLFO Claims Allowed Amount** means the aggregate principal amount of \$138,599,082.31 plus any accrued and unpaid interest (accruing at the default rate to the extent provided under the Prepetition FLFO Credit Agreement), fees, costs, and other expenses arising under, and payable pursuant to, the Prepetition FLFO Credit Agreement on or before the Effective Date, which shall not be subject to any avoidance, reduction, setoff, offset, recharacterization, subordination, counterclaims, cross claims, defenses, disallowance, impairments, or any other challenges under applicable law or regulation by any Entity. Notwithstanding the foregoing, on the Effective Date any amount accrued pursuant to Section 2.08(b) of the Prepetition FLFO Credit Agreement and any amounts accrued in respect of Yield Maintenance Premium or any Prepayment Fee (each as defined in the Prepetition FLFO Credit Agreement), if any, shall be deemed discharged, released, and waived by all holders of Allowed FLFO Claims and the FLFO Claims Allowed Amount shall not be increased on account of such amounts as a result of such discharge, release, and waiver.

**FLFO Distribution Amount** means Cash in the amount of the FLFO Claims Allowed Amount less the initial aggregate principal amount of the First Lien Exit Facility, as set forth in the First Lien Exit Facility Commitment Letter.

**FLTL Claims** means all Claims, other than Claims subject to subordination in accordance with section 510(b) of the Bankruptcy Code, arising from or based upon the Prepetition FLTL Credit Agreement.

**FLTL Claims Allowed Amount** means \$1,142,688,815.28 in principal plus any accrued but unpaid interest or fees due under the Prepetition FLTL Credit Agreement as of the Petition Date.

**FLTL Deficiency Claim** means any FLTL Claim or portion thereof that is not Secured, if any.

**FLTL Equity Rights Offering** means that certain rights offering pursuant to which each holder of Allowed FLTL Claims is entitled to receive FLTL Subscription Rights to acquire New Equity Interests in the aggregate amount of the FLTL Equity Rights Offering Amount in accordance with the FLTL Equity Rights Offering Procedures, the terms and conditions of which shall be (i) acceptable to the Debtors, Required DIP Lenders, and Requisite FLTL Lenders, (ii) reasonably acceptable to the Prepetition FLFO Administrative Agent and the First Lien Exit Facility Agent, and (iii) reasonably acceptable to the Requisite SLTL Lenders solely to the extent that it directly and adversely impacts the holders of Allowed SLTL Claims.

**FLTL Equity Rights Offering Amount** means \$20,000,000.

**FLTL Equity Rights Offering Procedures** means the procedures for the implementation of the FLTL Equity Rights Offering to be approved by the Bankruptcy Court.

**FLTL ERO Backstop Agreement** means that certain [Equity Backstop Commitment Agreement], in form and substance (i) acceptable to the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders and (ii) reasonably acceptable to the Prepetition FLFO Administrative Agent and the First Lien Exit Facility Agent, to be entered into by and among Fieldwood Energy LLC, NewCo, and the FLTL ERO Backstop Parties, as may be amended, supplemented, or modified from time to time, pursuant to which the FLTL ERO Backstop Parties agreed to, among other things, backstop the FLTL Equity Rights Offering with the terms and conditions set forth therein.

[**FLTL ERO Backstop Commitment Percentage** has the meaning set forth in the FLTL ERO Backstop Agreement.]

[**FLTL ERO Backstop Commitment Premium** means a premium equal to 8% of the FLTL Equity Rights Offering Amount payable to the FLTL ERO Backstop Parties with the FLTL ERO Backstop Commitment Premium Equity Interests in accordance with the terms set forth in the FLTL ERO Backstop Agreement.]

[**FLTL ERO Backstop Commitment Premium Equity Interests** means an amount of New Equity Interests equal to the value of the FLTL ERO Backstop Commitment Premium as further set forth in the FLTL ERO Backstop Agreement; *provided that* such New Equity Interests shall be issued at a 30% discount to the equity value of NewCo on the Effective Date.



**FLTL ERO Backstop Parties** means those parties that agree to backstop the FLTL Equity Rights Offering pursuant to the FLTL ERO Backstop Agreement, each in its respective capacity as such.

**FLTL Subscription Rights** means the subscription right to acquire New Equity Interests with an aggregate value equal to the FLTL Rights Offering Amount offered in accordance with the FLTL Equity Rights Offering Procedures; *provided, however*, that such New Equity Interests shall be issued at a 30% discount to the equity value of NewCo on the Effective Date.

[**FLTL Unsubscribed Shares** has the meaning set forth in the FLTL ERO Backstop Agreement].

**FWE I** means an entity formed on the Effective Date by Divisive Merger under the name Fieldwood Energy I LLC pursuant to the Plan of Merger.

**FWE I LLC Agreement** means the limited liability company agreement of FWE I, which shall be in substantially the form attached to the Apache Implementation Agreement.

**FWE I Assets** has the meaning set forth in the Plan of Merger.

**FWE I Obligations** has the meaning set forth in the Plan of Merger.

**FWE I Sole Manager** has the meaning ascribed to the term “Sole Manager” in the FWE I LLC Agreement, and shall include the sole manager appointed to FWE I upon the Effective Date and any successor thereto.

**FWE III** means the surviving entity under the name Fieldwood Energy III LLC following the Divisive Merger pursuant to the Plan of Merger.

**FWE III LLC Agreement** means the limited liability company agreement of FWE III, a form of which shall be included in the Plan Supplement.

**FWE III Assets** has the meaning set forth in the Plan of Merger.

**FWE III Obligations** has the meaning set forth in the Plan of Merger.

**FWE Assets** means, collectively, the FWE I Assets and FWE III Assets.

**FWE Parent** means Debtor Fieldwood Energy Inc.

**General Unsecured Claim** means any Claim against a Debtor, other than a DIP Claim, Postpetition Hedge Claim, Administrative Expense Claim (including a Fee Claim), FLFO Claim, FLTL Claim, SLTL Claim, Other Secured Claim, Priority Tax Claim, Priority Non-Tax Claim, Unsecured Trade Claim, Subordinated Securities Claim, or Intercompany Claim that is not entitled to priority under the Bankruptcy Code or any Final Order of the Bankruptcy Court.

For the avoidance of doubt, General Unsecured Claims shall not include FLTL Deficiency Claims or SLTL Deficiency Claims.

**GUC Warrant Agreement** means a warrant agreement to be entered into by and among NewCo and the warrant agent named therein that shall govern the terms of the GUC Warrants, the form of which shall be acceptable to the Debtors, Required DIP Lenders, Requisite FLTL Lenders, the Requisite SLTL Lenders and the Creditors' Committee and which shall contain provisions as favorable as the provisions in the SLTL Tranche 1 Warrant Agreement or SLTL Tranche 2 Warrant Agreement.

**GUC Warrants** means 8-year warrants for 3.5% of the New Equity Interests (calculated on a fully diluted basis giving effect to the New Equity Interests to be issued pursuant to Section 4.4(a)(i) of this Plan, the New Equity Interests issuable upon the exercise of the Subscription Rights, the Backstop Commitment Premium Equity Interests, and the New Equity Interests issuable upon the exercise of the New Money Warrants and SLTL Tranche 1 Warrants, but excluding the effect of any New Equity Interests issuable in connection with the Management Incentive Plan), with a strike price set at an equity value equal to \$1,321,000,000, the terms of which shall be set forth in the GUC Warrant Agreement; *provided*, that if the SLTL Tranche 2 Warrants are exercised, the GUC Warrants shall be subject to adjustment or true-up as necessary to retain such percentage after giving effect to the exercise of the SLTL Tranche 2 Warrants.

**Governmental Unit** has the meaning set forth in section 101(27) of the Bankruptcy Code.

**Impaired** means, with respect to a Claim, Interest, or a Class of Claims or Interests, "impaired" within the meaning of such term in section 1124 of the Bankruptcy Code.

**Indemnification Obligation** means any existing or future obligation of any Debtor to indemnify current and former directors, officers, members, managers, agents or employees of any of the Debtors who served in such capacity, with respect to or based upon such service or any act or omission taken or not taken in any of such capacities, or for or on behalf of any Debtor, whether pursuant to agreement, the Debtors' respective memoranda, articles or certificates of incorporation, corporate charters, bylaws, operating agreements, limited liability company agreements, or similar corporate or organizational documents or other applicable contract or law in effect as of the Effective Date.

**Initial Distribution** means the first Distribution that the Plan Administrator makes to holders of Allowed Claims.

**Initial Distribution Date** means the date on which the Plan Administrator shall make the Initial Distribution, which shall not be less than five Business Days after the Effective Date.

**Intercompany Claim** means any Claim against a Debtor held by another Debtor.

**Intercompany Interest** means an Interest in a Debtor other than any Existing Equity Interest.

**Interest** means any common stock, limited liability company interest, equity security (as defined in section 101(16) of the Bankruptcy Code), equity, ownership, profit interests, unit, or share in any Debtor (including all options, warrants, rights, or other securities or agreements to obtain such an interest or share in such Debtor), whether or not arising under or in connection with any employment agreement and whether or not certificated, transferable, preferred, common, voting, or denominated “stock” or a similar security.

**Lien** has the meaning set forth in section 101(37) of the Bankruptcy Code.

**Management Incentive Plan** means the post-Effective Date management incentive plan of NewCo which shall provide for [up to] 10% of New Equity Interests on a fully diluted basis or other equity or similar interests in NewCo to be reserved for directors, managers, officers, and employees of NewCo or a subsidiary of NewCo (including the Credit Bid Purchaser) to be distributed on terms to be determined by the board of directors of NewCo.

**New Equity Interests** means the equity interests of NewCo to be issued (i) on the Effective Date (including the Backstop Commitment Premium Equity Interests and upon the exercise of the Subscription Rights), (ii) upon exercise of the New Money Warrants, the SLTL Warrants, or the GUC Warrants, (iii) under the Management Incentive Plan, or (iv) on or after the Effective Date as otherwise permitted pursuant to the NewCo Organizational Documents.

**New Intercreditor Agreement** means that certain Intercreditor Agreement, to be dated as of the Effective Date, by and among the First Lien Exit Facility Agent and the Second Lien Exit Facility Agent and the Credit Bid Purchaser, the form of which shall be contained in the Plan Supplement, acceptable to the Prepetition FLFO Administrative Agent, the First Lien Exit Facility Agent, the Requisite FLFO Lenders, the Debtors, the Required DIP Lenders, and the Requisite FLTL Lenders.

**NewCo** means [•], which is the direct or indirect owner of 100% of the equity interests of the Credit Bid Purchaser.

**NewCo Entities** means, collectively, NewCo and each of its direct and indirect subsidiaries.

**NewCo Organizational Documents** means the form of certificate of formation, limited liability company agreement, agreement of limited partnership, articles of incorporation, bylaws, trust agreements, or such other applicable formation documents of the NewCo and any of its subsidiaries, including any shareholders’ or stockholders’ agreement, which shall be (i) acceptable to the Debtors, the Requisite FLTL Lenders, and the Required DIP Lenders and (ii) (a) if NewCo or any of its subsidiaries are to be formed in a jurisdiction outside of the United States, reasonably acceptable to the Prepetition FLFO Administrative Agent or (b) if NewCo or any of its subsidiaries are to be formed in a jurisdiction within the United States, reasonably acceptable to the Prepetition FLFO Administrative Agent solely to the extent that it directly and adversely impacts the holders of Allowed FLFO Claims or First Lien Exit Facility Lenders.

**New Money Consideration** means, in the aggregate, the amount of Cash provided to the Debtors by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement.

**New Money Investment** means the investment of up to \$85 million in Cash into Credit Bid Purchaser by the New Money Second Lien Exit Facility Lenders in connection with, and upon consummation of, the Second Lien Exit Facility, subject to the terms of the Second Lien Backstop Commitment Letter.

**New Money Second Lien Exit Facility Lenders** means the lenders party to the Second Lien Exit Facility Credit Agreement participating in the New Money Investment.

**New Money Warrant Agreement** means a warrant agreement to be entered into by and among NewCo and the warrant agent named therein that shall govern the terms of the New Money Warrants, the form of which shall be acceptable to the Debtors, Required DIP Lenders and Requisite FLTL Lenders.

**New Money Warrants** means 7-year warrants for up to 24% of the New Equity Interests (calculated on a fully diluted basis giving effect to the New Equity Interests to be issued pursuant to Section 4.4(a)(i) of this Plan, the Backstop Commitment Premium Equity Interests, and the New Equity Interests issuable upon the exercise of the Subscription Rights, but excluding the effect of any New Equity Interests issuable upon exercise of the SLTL Warrants and GUC Warrants and any New Equity Interest issuable pursuant to the Management Incentive Plan), with a strike price of \$0.01, the terms of which shall be set forth in the New Money Warrant Agreement and which shall be issued and allocated in a manner consistent with the Second Lien Backstop Commitment Letter.

**Other Secured Claim** means any Secured Claim against a Debtor other than a Priority Tax Claim, FLFO Claim, FLTL Claim, and SLTL Claim.

**Person** means an individual, corporation, partnership, joint venture, association, joint stock company, limited liability company, limited liability partnership, trust, estate, unincorporated organization, governmental unit (as defined in section 101(27) of the Bankruptcy Code), or other Entity.

**Petition Date** means, with respect to a Debtor, the date on which such Debtor commenced its Chapter 11 Case.

**Plan** means this joint chapter 11 plan, including all appendices, exhibits, schedules, and supplements hereto (including any appendices, schedules, and supplements to the Plan contained in the Plan Supplement), as may be amended, supplemented or modified from time to time in accordance with the Bankruptcy Code and the terms hereof.

**Plan Administrator** means a person or entity selected by the Creditors' Committee, subject to the consent of the Debtors, Required DIP Lenders, and Requisite FLTL Lenders, with such consent not to be unreasonably withheld, that is charged with overseeing the tasks outlined in Section 5.9 of this Plan, or any successor thereto. The identity of the Plan Administrator shall be disclosed to the Bankruptcy Court before the Confirmation Hearing.

**Plan Administrator Agreement** means an agreement setting forth the economic arrangement and terms pursuant to which the Plan Administrator will perform its duties under this Plan.

***Plan Administrator Expense Reserve*** means a segregated account not subject to the Liens of the Prepetition Agents or DIP Agent established by the Plan Administrator in accordance with Section 5.15 of this Plan.

***Plan Administrator Expense Reserve Amount*** means Cash in an amount equal to \$8,000,000 to be funded into the Plan Administrator Expense Reserve on the Effective Date.

***Plan Distribution*** means any initial or periodic payment or transfer of consideration to holders of Allowed Claims made under the Plan.

***Plan of Merger*** means that certain Agreement and Plan of Merger, which shall be in substantially the form attached to the Apache Implementation Agreement.

***Plan of Merger Consent Rights*** means any right of consent, notice, and other similar rights, if any, that are applicable to the vesting of assets in connection with the Plan of Merger.

***Plan of Merger Preferential Purchase Rights*** means any preferential right to purchase, right of first refusal, right of first offer, drag-along rights, tag-along rights, and similar right the operation of which is triggered by the vesting of the FWE Assets in connection with the Plan of Merger.

***Plan Settlement*** means the settlement of certain Claims and controversies pursuant to Section 5.1 of the Plan.

***Plan Supplement*** means a supplement or supplements to the Plan containing certain documents and forms of documents, schedules, and exhibits relevant to the implementation of the Plan, which shall include: (a) the Amended Organizational Documents (if any), (b) information regarding the sole manager and independent director to be appointed at FWE I to the extent known and determined and other information required to be disclosed in accordance with section 1129(a)(5) of the Bankruptcy Code, (c) a schedule of retained Causes of Action, (d) the Schedule of Assumed Contracts, (e) the Plan Administrator Agreement; (f) the Credit Bid Purchase Agreement; (g) the NewCo Organizational Documents; (h) the Apache Definitive Documents; (i) the First Lien Exit Facility Agreement; (j) the Second Lien Exit Facility Agreement; (k) the New Intercreditor Agreement; (l) the New Money Warrant Agreements; (m) the GUC Warrant Agreement; and (n) any Additional Predecessor Agreement; *provided, however*, that the Debtors shall have the right to amend documents contained in, and exhibits thereto, the Plan Supplement in accordance with the terms of this Plan and the Restructuring Support Agreement (including the consent rights set forth therein).

***Postpetition Hedging Agreements*** has the meaning set forth in that certain *Emergency Order (I) Authorizing Debtors to (A) Enter Into and Perform Under New Postpetition Hedging Agreements and (B) Grant Related Liens and Superiority Claims, (II) Modifying Automatic Stay, and (III) Granting Related Relief* entered on August 24, 2020 (ECF No. 242).

***Postpetition Hedge Claim*** means a Claim arising pursuant to any Postpetition Hedging Agreement.

***Post-Effective Date Debtors*** means the Debtors, as reorganized as of the Effective Date in accordance with this Plan, including FWE III. For the avoidance of doubt, the Post-Effective Date Debtors does not include NewCo or its subsidiaries (including the Credit Bid Purchaser), or FWE I.

***Post-Effective Date FWE Parent*** means FWE Parent, as reorganized on the Effective Date in accordance with this Plan.

***Prepetition Agents*** means, collectively, the Prepetition FLFO Administrative Agent, the Prepetition FLFO Collateral Agent, the Prepetition FLTL Administrative Agent, and the Prepetition SLTL Agent.

***Prepetition FLFO Administrative Agent*** means Goldman Sachs Bank USA, solely in its capacity as administrative agent under the Prepetition FLFO Credit Agreement.

***Prepetition FLFO Advisors*** means Vinson & Elkins, LLP, Shipman & Goodwin LLP (in its capacity as counsel to the Prepetition FLFO Collateral Agent), Opportune LLP, and any local or foreign advisors.

***Prepetition FLFO Collateral Agent*** means Cantor Fitzgerald Securities, solely in its capacity as collateral agent under the Prepetition FLFO Credit Agreement.

***Prepetition FLFO Credit Agreement*** means that certain *Second Amended and Restated Credit Agreement- First Out*, dated as of June 28, 2019, by and among Fieldwood Energy LLC, as borrower, Fieldwood Energy Inc., as holdings, the Prepetition FLFO Administrative Agent, the Prepetition FLFO Collateral Agent, and the Prepetition FLFO Lenders, and the other parties thereto, as in effect immediately before the Effective Date.

***Prepetition FLFO Lenders*** means the Lenders (as defined in the Prepetition FLFO Credit Agreement) holding Prepetition FLFO Loans immediately before the Effective Date.

***Prepetition FLFO Loans*** means the Loans (under and as defined in the Prepetition FLFO Credit Agreement) outstanding immediately before the Effective Date.

***Prepetition FLFO Secured Parties*** means, collectively, the Prepetition FLFO Administrative Agent, the Prepetition FLFO Lenders, and the other Secured Parties (as defined in the Prepetition FLFO Credit Agreement) under the Prepetition FLFO Credit Agreement.

***Prepetition FLTL Administrative Agent*** means Cantor Fitzgerald Securities, solely in its capacity as administrative agent and collateral agent under the Prepetition FLTL Credit Agreement.

***Prepetition FLTL Credit Agreement*** means that certain *Amended and Restated First Lien Term Loan Agreement*, dated as of April 11, 2018, by and among Fieldwood Energy LLC, as borrower, Fieldwood Energy Inc., as holdings, the Prepetition FLTL Administrative Agent, and the Prepetition FLTL Lenders, and the other parties thereto, as in effect immediately before the Effective Date.



***Prepetition FLTL Lenders*** means the Lenders (as defined in the Prepetition FLTL Credit Agreement) holding Prepetition FLTL Loans immediately before the Effective Date.

***Prepetition FLTL Loans*** means the Loans (under and as defined in the Prepetition FLTL Credit Agreement) outstanding immediately before the Effective Date.

***Prepetition SLTL Administrative Agent*** means Cortland Capital Market Services LLC, solely in its capacity as administrative agent and collateral agent under the Prepetition SLTL Credit Agreement.

***Prepetition SLTL Credit Agreement*** means that certain *Amended and Restated Second Lien Term Loan Agreement*, dated as of April 11, 2018, by and among Fieldwood Energy LLC, as borrower, Fieldwood Energy Inc., as holdings, the Prepetition SLTL Administrative Agent, and the Prepetition SLTL Lenders, and the other parties thereto, as in effect immediately before the Effective Date.

***Prepetition SLTL Lenders*** means the Lenders (as defined in the Prepetition SLTL Credit Agreement) holding Prepetition SLTL Loans immediately before the Effective Date.

***Prepetition SLTL Loans*** means the Loans (under and as defined in the Prepetition SLTL Credit Agreement) outstanding immediately before the Effective Date.

***Principal FLFO Amount*** has the meaning set forth in Section 4.3.

***Priority Non-Tax Claim*** means any Claim other than an Administrative Expense Claim, or a Priority Tax Claim that is entitled to priority of payment as specified in section 507(a) of the Bankruptcy Code.

***Priority Tax Claim*** means any Secured Claim or unsecured Claim of a Governmental Unit of the kind entitled to priority of payment as specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code.

***Pro Rata Share*** means the proportion that an Allowed Claim or Interest in a particular Class bears to the aggregate amount of all Allowed Claims or Interests in that Class.

***Professional Person(s)*** means any Person retained by order of the Bankruptcy Court in connection with these Chapter 11 Cases pursuant to sections 327, 328, 330, 331, 503(b), or 1103 of the Bankruptcy Code, excluding any ordinary course professional retained pursuant to an order of the Bankruptcy Court.

***Professional Fee Escrow*** means an escrow account established and funded pursuant to section 2.2 of the Plan.

***Professional Fee Escrow Amount*** means the aggregate unpaid Fee Claims through the Effective Date as estimated in accordance with section 2.2 of the Plan.

**Released Parties** means, collectively, (a) the Debtors, (b) the Post-Effective Date Debtors, (c) the DIP Agent and DIP Lenders under the DIP Facility, (d) the Prepetition FLFO Secured Parties, (e) the Consenting Creditors, (f) the Prepetition FLFO Collateral Agent, (g) the Prepetition FLTL Administrative Agent, (h) the Prepetition SLTL Agent, (i) the Creditors' Committee and the current and former members of the Creditors' Committee (solely in their capacities as such), (j) NewCo and all of its subsidiaries (including the Credit Bid Purchaser), (k) the Exit Facility Agents, (l) the Exit Facility Lenders, (m) the Second Lien Backstop Parties, (n) the ERO Backstop Parties, (o) the Apache PSA Parties, and (p) with respect to each of the foregoing Persons in clauses (a) through (o), each of their current and former affiliates, and each such Entity's and its current and former affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their current and former officers, members, managers, directors, equity holders (regardless of whether such interests are held directly or indirectly), principals, members, employees, agents, managed accounts or funds, management companies, fund advisors, investment advisors, advisory board members, financial advisors, partners (including both general and limited partners), attorneys, accountants, investment bankers, consultants, representatives and other professionals, such Persons' respective heirs, executors, estates, and nominees, in each case in their capacity as such, and any and all other persons or entities that may purport to assert any cause of action derivatively, by or through the foregoing entities.

**Releasing Parties** means collectively, (a) the holders of all Claims or Interests that vote to accept the Plan, (b) the holders of all Claims or Interests whose vote to accept or reject the Plan is solicited but that do not vote either to accept or to reject the Plan, (c) the holders of all Claims or Interests that vote, or are deemed, to reject the Plan but do not opt out of granting the releases set forth herein, (d) the holders of all Claims and Interests that were given notice of the opportunity to opt out of granting the releases set forth herein but did not opt out, and (e) the Released Parties (even if such Released Party purports to opt out of the releases set forth herein).

**Required DIP Lenders** has the meaning set forth in the Restructuring Support Agreement.

**Requisite FLFO Lenders** means, as of the date of determination, Prepetition FLFO Lenders holding at least a majority of the outstanding Prepetition FLFO Loans (inclusive of validly executed but unsettled trades) held by the Prepetition FLFO Lenders as of such date.

**Requisite FLTL Lenders** has the meaning set forth in the Restructuring Support Agreement.

**Requisite SLTL Lenders** has the meaning set forth in the Restructuring Support Agreement.

**Residual Distributable Value** means any distributable value of the Single Share of Post-Effective Date FWE Parent held by the Plan Administrator (a) after satisfaction of Allowed Administrative Expense Claims, Allowed Other Secured Claims, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, all Cure Amounts and (b) after satisfaction of all

fees, expenses, costs and other amounts pursuant to the Plan and incurred by the Post-Effective Date Debtors in connection with post-Effective Date operations and wind-down.

***Restructuring*** means the restructuring of the Debtors, the principal terms of which are set forth in this Plan and the Plan Supplement.

***Restructuring Expenses*** means the reasonable and documented fees and expenses incurred by (i) the Ad Hoc Group of Secured Lenders, (ii) the Prepetition FLFO Secured Parties, and (iii) the Ad Hoc Group of Prepetition SLTL Lenders in connection with the Chapter 11 Cases, including the fees and expenses of the Ad Hoc Group of Secured Lenders Advisors, the Prepetition FLFO Advisors, and Ad Hoc Group of Prepetition SLTL Lenders Advisors, in each case payable in accordance with the terms of any applicable agreements, engagement letters or fee letters executed with such parties or pursuant to the terms of the DIP Order and without the requirement for the filing of retention applications, fee applications, or any other application in the Chapter 11 Cases, which shall not be subject to any offset, defense, counterclaim, reduction, or creditor credit and, to the extent incurred prior to the Effective Date, shall be Allowed as Administrative Expense Claims upon incurrence; *provided, however*, Restructuring Expenses of the Ad Hoc Group of Prepetition SLTL Lenders shall be limited to and consist solely of the reasonable fees and expenses incurred by the Ad Hoc Group of Prepetition SLTL Lenders Advisors in their capacity as counsel to the Ad Hoc Group of Prepetition SLTL Lenders.

***Restructuring Support Agreement*** means that certain *Restructuring Support Agreement*, dated as of August 4, 2020, by and among Debtor Fieldwood Energy LLC, certain of its affiliates specified therein, the Consenting Creditors, and Apache, as the same may be amended, restated, or otherwise modified in accordance with its terms.

***Restructuring Transactions*** means one or more transactions pursuant to section 1123(a)(5) of the Bankruptcy Code to occur on the Effective Date or as soon as reasonably practicable thereafter, that may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan and the Credit Bid Transaction, including (a) the consummation of the transactions provided for under or contemplated by the Plan and any mergers, divisive mergers, amalgamations, consolidations, arrangements, continuances, transfers, conversions, sales, dispositions, or other corporate transactions necessary or appropriate to implement the Plan, (b) the execution and delivery of appropriate agreements or other documents containing terms that are consistent with or reasonably necessary to implement the terms of the Plan or the Credit Bid Transaction and that satisfy the requirements of applicable law, (c) the Equity Rights Offerings, (d) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any property, right, liability, duty, or obligation on terms consistent with the terms of the Plan, and (d) all other actions that the Debtors, the Post-Effective Date Debtors or NewCo (or any of its subsidiaries, including the Credit Bid Purchaser), as applicable, determine are necessary or appropriate and consistent with the Plan or the Credit Bid Transaction. For the avoidance of doubt, Restructuring Transactions includes the Credit Bid Transaction and the Divisive Merger effectuated pursuant to the Plan of Merger.

***Schedule of Abandoned Properties*** means a schedule (as may be amended, modified, or supplemented from time to time) of the Debtors' rights to and interests in executory

contracts and unexpired federal leases, rights-of-way, and right-of-use-and-easements to be abandoned pursuant to Section 5.14 of this Plan, a copy of which shall be filed with the Disclosure Statement and included in the Plan Supplement.

***Schedule of Assumed Contracts*** means the schedule of executory contracts and unexpired leases to be assumed by the Debtors pursuant to this Plan, if any, as the same may be amended, modified, or supplemented from time to time.

***Schedule of FWE I Oil & Gas Lease Interests*** means a schedule (as may be amended, modified, or supplemented from time to time) of the Debtors' interests in the oil and gas leases that shall constitute FWE I Assets, a copy of which shall be filed with the Disclosure Statement and included in the Plan Supplement.

***Schedule of FWE III Oil & Gas Lease Interests*** means a schedule (as may be amended, modified, or supplemented from time to time) of the Debtors' interests in the oil and gas leases that shall constitute FWE III Assets, a copy of which shall be filed with the Disclosure Statement and included in the Plan Supplement.

***Schedule of Purchased Oil & Gas Lease Interests*** means a schedule (as may be amended, modified, or supplemented from time to time) of the Debtors' interests in the oil and gas leases that will be acquired by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement, a copy of which shall be filed with the Disclosure Statement and included in the Plan Supplement.

***Schedules*** means any schedules of assets and liabilities, schedules of executory contracts and unexpired leases, and statements of financial affairs filed by the Debtors pursuant to section 521 of the Bankruptcy Code.

***Second Lien Backstop Commitment Letter*** means that certain backstop commitment letter, in form and substance (i) acceptable to the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders and (ii) reasonably acceptable to the Prepetition FLFO Administrative Agent and the First Lien Exit Facility Agent, to be entered into by and among Fieldwood Energy LLC, the Credit Bid Purchaser and the Backstop Parties, as may be amended, supplemented, or modified from time to time, pursuant to the terms thereof and consistent with the Restructuring Support Agreement, pursuant to which the Backstop Parties agreed to, among other things, backstop the Second Lien Exit Facility in accordance with the terms and conditions set forth therein.

***Second Lien Backstop Commitment Premium*** means a premium equal to 8% of the maximum principal amount of the Second Lien Exit Facility (*i.e.* \$185,000,000) payable to the Backstop Parties with the Second Lien Backstop Commitment Premium Equity Interests in accordance with the terms set forth in the Second Lien Backstop Commitment Letter.

***Second Lien Backstop Commitment Premium Equity Interests*** means an amount of New Equity Interests equal to the value of the Second Lien Backstop Commitment Premium as further set forth in the Second Lien Backstop Commitment Letter; *provided that* such New Equity Interests shall be issued at a 30% discount to the equity value of NewCo on the Effective Date.

**Second Lien Backstop Party** has the meaning set forth in the Second Lien Backstop Commitment Letter.

**Second Lien Exit Facility** means the facility under the Second Lien Exit Facility Credit Agreement.

**Second Lien Exit Facility Agent** means the administrative agent under the Second Lien Exit Facility Credit Agreement.

**Second Lien Exit Facility Credit Agreement** means that certain credit agreement to be entered by the Credit Bid Purchaser, the Second Lien Exit Facility Agent and the Second Lien Exit Facility Lenders on the Effective Date that shall govern the Second Lien Exit Facility, which shall reflect and contain terms, conditions, representations, warranties, and covenants consistent with the Second Lien Exit Facility Term Sheet and otherwise be in form and substance (i) acceptable to the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders and (ii) reasonably acceptable to the Prepetition FLFO Administrative Agent and the First Lien Exit Facility Agent.

**Second Lien Exit Facility Documents** means, collectively, the Second Lien Exit Facility Credit Agreement, and any and all other agreements, documents, and instruments delivered or to be entered into in connection therewith, including any guarantee agreements, pledge and collateral agreements, intercreditor agreements, and other security documents, the terms of which documents shall be (i) acceptable to the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders and (ii) reasonably acceptable to the Prepetition FLFO Administrative Agent and the First Lien Exit Facility Agent.

**Second Lien Exit Facility Lenders** means the lenders party to the Second Lien Exit Facility Credit Agreement.

**Second Lien Exit Facility Term Sheet** means the term sheet filed with the Disclosure Statement, as may be amended from time to time with (i) the consent of the Required DIP Lenders and Requisite FLTL Lenders and (ii) the reasonable consent of the Prepetition FLFO Administrative Agent and First Lien Exit Facility Agent.

**Secured** means, when referring to a Claim: (a) secured by a Lien on property of a Debtor's Estate, the amount of which is equal to or less than the value of such property as (i) set forth in the Plan, (ii) agreed to by the holder of such Claim and the Debtors, or (iii) determined by a Final Order in accordance with section 506(a) of the Bankruptcy Code, or (b) secured by the amount of any right of setoff of the holder thereof in accordance with section 553 of the Bankruptcy Code.

**Security** means any "security" as such term is defined in section 101(49) of the Bankruptcy Code.

**SLTL Claims** means all Claims, other than Claims subject to subordination in accordance with section 510(b) of the Bankruptcy Code, arising from or based upon the Prepetition SLTL Credit Agreement.

***SLTL Claims Allowed Amount*** means \$517,500,000.00 in principal, plus any accrued but unpaid interest or fees due under the Prepetition SLTL Credit Agreement as of the Petition Date.

***SLTL Deficiency Claim*** means any SLTL Claim or portion thereof that is not Secured, if any.

***SLTL Equity Rights Offering*** means that certain rights offering pursuant to which each holder of Allowed SLTL Claims is entitled to receive SLTL Subscription Rights to acquire New Equity Interests in the aggregate amount of the SLTL Equity Rights Offering Amount in accordance with the SLTL Equity Rights Offering Procedures, the terms and conditions of which shall be reasonably acceptable to the Debtors, Required DIP Lenders, Requisite FLTL Lenders, Requisite SLTL Lenders, the Prepetition FLFO Administrative Agent, and the First Lien Exit Facility Agent.

***SLTL Equity Rights Offering Amount*** means \$20,000,000.

***SLTL Equity Rights Offering Procedures*** means the procedures for the implementation of the SLTL Equity Rights Offering to be approved by the Bankruptcy Court.

***SLTL ERO Backstop Agreement*** means that certain [Equity Backstop Commitment Agreement], in form and substance reasonably acceptable to the Debtors, the Required DIP Lenders, the Requisite FLTL Lenders, the Requisite SLTL Lenders, the Prepetition FLFO Administrative Agent, and the First Lien Exit Facility Agent, to be entered into by and among Fieldwood Energy LLC, NewCo, and the SLTL ERO Backstop Parties, as may be amended, supplemented, or modified from time to time, pursuant to which the SLTL ERO Backstop Parties agreed to, among other things, backstop the SLTL Equity Rights Offering with the terms and conditions set forth therein[; *provided that*, the form of the [Equity Backstop Commitment Agreement] attached hereto as Exhibit [•] shall be deemed acceptable to the Debtors, the Required DIP Lenders, Requisite FLTL Lenders and Requisite SLTL Lenders [and reasonably acceptable to the Prepetition FLFO Administrative Agent and the First Lien Exit Facility Agent].]

[***SLTL ERO Backstop Commitment Percentage*** has the meaning set forth in the SLTL ERO Backstop Agreement.]

[***SLTL ERO Backstop Commitment Premium*** means a premium equal to 8% of the SLTL Equity Rights Offering Amount payable to the SLTL ERO Backstop Parties with the SLTL ERO Backstop Commitment Premium Equity Interests in accordance with the terms set forth in the SLTL ERO Backstop Agreement.]

[***SLTL ERO Backstop Commitment Premium Equity Interests*** means an amount of New Equity Interests equal to the value of the SLTL ERO Backstop Commitment Premium as further set forth in the SLTL ERO Backstop Agreement; *provided that* such New Equity Interests shall be issued at a 30% discount to the equity value of NewCo on the Effective Date.



***SLTL ERO Backstop Parties*** means those parties that agree to backstop the SLTL Equity Rights Offering pursuant to the SLTL ERO Backstop Agreement, each in its respective capacity as such.

***SLTL Subscription Rights*** means the subscription right to acquire New Equity Interests with an aggregate value equal to the SLTL Rights Offering Amount offered in accordance with the SLTL Equity Rights Offering Procedures; *provided, however*, that such New Equity Interests shall be issued at a 30% discount to the equity value of NewCo on the Effective Date.

***SLTL Tranche 1 Warrant Agreement*** means a warrant agreement to be entered into by and among NewCo and the warrant agent named therein that shall govern the terms of the SLTL Tranche 1 Warrants, the form of which shall be acceptable to the Debtors, Required DIP Lenders, Requisite FLTL Lenders, the Creditors' Committee, and the Requisite SLTL Lenders.

***SLTL Tranche 1 Warrants*** means 8-year warrants for 25% of the New Equity Interests (calculated on a fully diluted basis giving effect to the New Equity Interests to be issued pursuant to Section 4.4(a)(i) of this Plan, the New Equity Interests issuable upon the exercise of the Subscription Rights, the Backstop Commitment Premium Equity Interests, and the New Equity Interests issuable upon the exercise of the New Money Warrants and GUC Warrants, but excluding the effect of any New Equity Interests issuable upon exercise of the SLTL Tranche 2 Warrants and any New Equity Interests issuable in connection with the Management Incentive Plan), with a strike price set at an equity value equal to \$1,321,000,000, the terms of which shall be set forth in the SLTL Tranche 1 Warrant Agreement.

***SLTL Tranche 2 Warrant Agreement*** means a warrant agreement to be entered into by and among NewCo and the warrant agent named therein that shall govern the terms of the SLTL Tranche 2 Warrants, the form of which shall be acceptable to the Debtors, Required DIP Lenders, Requisite FLTL Lenders, the Creditors' Committee, and the Requisite SLTL Lenders.

***SLTL Tranche 2 Warrants*** means 8-year warrants for 32.50% of the New Equity Interests (calculated on a fully diluted basis giving effect to the New Equity Interests to be issued pursuant to Section 4.4(a)(i) of this Plan, the New Equity Interests issuable upon the exercise of the Subscription Rights, the Backstop Commitment Premium Equity Interests, and the New Equity Interests issuable upon the exercise of the New Money Warrants, the SLTL Tranche 1 Warrants, and the GUC Warrants (excluding any adjustment or true-up of the GUC Warrants as described in the definition thereof), but excluding the effect of any New Equity Interests issuable in connection with the Management Incentive Plan), with a strike price set at an equity value equal to \$1,585,200,000, the terms of which shall be set forth in the SLTL Tranche 2 Warrant Agreement.

[***SLTL Unsubscribed Shares*** has the meaning set forth in the SLTL ERO Backstop Agreement].

**SLTL Warrants** means, collectively, the SLTL Tranche 1 Warrants and the SLTL Tranche 2 Warrants.

**Specified Administrative Expense Claims** means Administrative Expense Claims other than (a) Administrative Expense Claims that are to be assumed by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement; (b) Cure Amounts; and (c) Fee Claims, Restructuring Expenses, any fees and expenses payable pursuant to sections 2.3 and 2.4 of this Plan, any fees and expenses payable or reimbursable by the Debtors or Post-Effective Date Debtors pursuant to the Second Lien Backstop Commitment Letter, Credit Bid Purchase Agreement, or First Lien Exit Facility Commitment Letter (including termination fees, if any), Apache Fees and Expenses and Apache Implementation Costs, and Statutory Fees.

**Standby Loan Agreement** has the meaning set forth in the Apache Implementation Agreement.

**Standby Credit Facility Documents** has the meaning set forth in the Apache Implementation Agreement.

**Statutory Fees** means all fees and charges assessed against the Estates pursuant to sections 1911 through 1930 of chapter 123 of title 28 of the United States Code.

**Subordinated Securities Claim** means a Claim that is subject to subordination in accordance with sections 510(b) of the Bankruptcy Code or otherwise.

**Subscription Rights** means, collectively, the FLTL Subscription Rights and SLTL Subscription Rights.

**Tax Code** means the Internal Revenue Code of 1986, as amended from time to time.

**Toggle Amount** means \$35,000,000 or such higher amount as may be mutually agreed between the Debtors, the Required DIP Lenders, and the Requisite FLTL Lenders.

**Toggle Date** has the meaning set forth in Section 5.2(c).

**Toggle Motion** has the meaning set forth in Section 5.2(c)(i).

**Trade Agreement** means a trade agreement entered into or to be entered into between the Debtors, [a NewCo Entity], and a Trade Creditor that will be provided by the Debtors to each Trade Creditor and that provides for, among other things, waiver of any and all liens against the Debtors, their assets and any co-owned assets, or any other affiliated person or entity (including any co-working interest owner of the Debtors), or any such person's or entity's respective assets or property (real or personal), regardless of the statute or other legal authority upon which the lien is asserted, held or asserted by the Trade Creditor relating to the Unsecured Trade Claim, and an agreement by such Trade Creditor to continue to provide post-Effective Date trade terms that are no less favorable than the terms provided to the Debtors prior to the Petition Date

**Trade Creditor** means a third-party provider of goods or services to the Debtors that holds an Unsecured Trade Claim against the Debtors arising from the provision of such goods and services.

**Unimpaired** means, with respect to a Claim, Interest, or Class of Claims or Interests, not “impaired” within the meaning of sections 1123(a)(4) and 1124(2) of the Bankruptcy Code.

**Unsecured Trade Claim** means any unsecured claim (or secured claim that becomes unsecured by agreement, settlement, or order of the Bankruptcy Court) of a Trade Creditor that is held by a Trade Creditor that has elected such claim to be treated as an Unsecured Trade Claim under this Plan and enters into or agrees to enter into a Trade Agreement; *provided, however*, that in no event shall any claim against the Debtors that arises in connection with a joint interest billing arrangement constitute an Unsecured Trade Claim.

**U.S. Trustee** means the United States Trustee for Region 7.

**Voting Deadline** means April 26, 2021 at 4:00 p.m. (Prevailing Central Time), or such date and time as may set by the Bankruptcy Court.

### **1.2 Interpretation; Application of Definitions; Rules of Construction.**

Unless otherwise specified, all section or exhibit references in the Plan are to the respective section in or exhibit to the Plan, as the same may be amended, waived, or modified from time to time in accordance with the terms hereof. The words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to the Plan as a whole and not to any particular section, subsection, or clause contained therein and have the same meaning as “in the Plan,” “of the Plan,” “to the Plan,” and “under the Plan,” respectively. The words “includes” and “including” are not limiting. The headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or plural, shall include both the singular and plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (b) any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (c) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (d) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

### **1.3 Reference to Monetary Figures.**

All references in the Plan to monetary figures shall refer to the legal tender of the United States of America unless otherwise expressly provided.

#### **1.4 Controlling Document.**

In the event of an inconsistency between the Plan and the Plan Supplement, the terms of the relevant document in the Plan Supplement shall control unless otherwise specified in such Plan Supplement document. In the event of an inconsistency between the Plan and the First Lien Exit Facility Commitment Letter, the First Lien Exit Facility Commitment Letter shall control. In the event of an inconsistency between the Plan and the Second Lien Backstop Commitment Letter, the Second Lien Backstop Commitment Letter shall control. The provisions of the Plan, the First Lien Exit Facility Commitment Letter, the Second Lien Backstop Commitment Letter, and of the Confirmation Order shall be construed in a manner consistent with each other so as to effectuate the purposes of each; *provided*, that if there is determined to be any inconsistency between (a) any provision of the Plan, the First Lien Exit Facility Commitment Letter, and any provision of the Confirmation Order that cannot be so reconciled, or (b) any provision of the Plan, the Second Lien Backstop Commitment Letter, and any provision of the Confirmation Order that cannot be so reconciled, then, solely to the extent of such inconsistency, the provisions of the Confirmation Order shall govern.

#### **1.5 Certain Consent Rights**

Notwithstanding anything herein to the contrary, and without limiting the Debtors' fiduciary duties, any and all consent rights of any party set forth in the Restructuring Support Agreement with respect to the form and substance of this Plan, the Plan Supplement, any supplement to the Disclosure Statement, any other Definitive Documents and any agreements or documents referenced in this Plan or the Plan Supplement, including any amendments, restatements, supplements, or other modifications to such documents, and any consents, waivers, or other deviations under or from any such documents, shall be incorporated herein by this reference and fully enforceable as if stated in full herein until such time as the Restructuring Support Agreement is terminated in accordance with its terms.

### **ARTICLE II. ADMINISTRATIVE EXPENSE CLAIMS, FEE CLAIMS, DIP CLAIMS, AND PRIORITY TAX CLAIMS.**

#### **2.1 Treatment of Administrative Expense Claims.**

On (or as soon thereafter as is reasonably practicable) the later of (a) the Effective Date and (b) the first Business Day after the date that is thirty (30) calendar days after the date each Administrative Expense Claim becomes an Allowed Administrative Expense Claim, each holder of an Allowed Administrative Expense Claim (other than a Fee Claim) shall receive in full and final satisfaction of such Claim, either (x) Cash in an amount equal to the Allowed amount of such Claim or such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code or (y) such other treatment as to which the Debtors, the Post-Effective Date Debtors, or NewCo and its subsidiaries (including the Credit Bid Purchaser), as applicable, and the holder of such Allowed Administrative Expense Claim will have agreed upon in writing; *provided*, that Allowed Administrative Expense Claims representing liabilities incurred in the ordinary course of business by the Debtors, as Debtors in Possession, shall be paid by the Debtors or the Post-Effective Date Debtors, as applicable, in the ordinary course of

business, consistent with past practice and in accordance with the terms and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents establishing, such liabilities; *provided, further*, that any Allowed Administrative Expense Claim assumed by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement shall be solely an obligation of the Credit Bid Purchaser and the holder of such assumed Claim shall have no recourse to or Claim against the Debtors or Post-Effective Date Debtors or their assets and properties.

## **2.2 Treatment of Fee Claims.**

(a) Final Fee Applications. All final requests for the allowance and payment of Fee Claims shall be filed no later than 45 days after the Effective Date unless such date is extended by order of the Bankruptcy Court.

(b) Professional Fee Escrow Amount. All Professional Persons shall estimate in good faith their unpaid Fee Claims before and as of the Effective Date and shall deliver such estimate to the Debtors at least three (3) calendar days before the Effective Date; *provided, however*, that such estimate shall not limit or be deemed to limit the amount of the fees and expenses that are the subject of the Professional Person's final request for payment of Fee Claims. If a Professional Person does not provide such estimate, the Debtors and Post-Effective Date Debtors may estimate the unbilled fees and expenses of such Professional Person; *provided, however*, that such estimate shall not be considered an admission or limitation with respect to the fees and expenses incurred by, or payable to, such Professional Person. The total amount so estimated as of the Effective Date shall comprise the Professional Fee Escrow Amount.

(c) Professional Fee Escrow. If the Professional Fee Escrow Amount is greater than zero, then as soon as reasonably practicable after the Confirmation Date and no later than the Effective Date, the Debtors will establish and fund the Professional Fee Escrow with cash equal to the Professional Fee Escrow Amount and no Liens, Claims, or interests will encumber the Professional Fee Escrow in any way. The Professional Fee Escrow (including funds held in the Professional Fee Escrow) will (i) not be and will not be deemed to be property of the Debtors or the Post-Effective Date Debtors and (ii) will be held in trust for the Professional Persons; *provided, however*, that funds remaining in the Professional Fee Escrow after all Allowed Fee Claims have been irrevocably paid in full will revert to the Post-Effective Date Debtors. Allowed Fee Claims will be paid in cash to such Professional Persons from funds held in the Professional Fee Escrow as soon as reasonably practicable after such Claims are Allowed by an order of the Bankruptcy Court; *provided, however*, that the Debtors' obligations with respect to Fee Claims will not be limited nor deemed to be limited in any way to the balance of funds held in the Professional Fee Escrow.

If the amount of funds in the Professional Fee Escrow is insufficient to fund payment in full of all Allowed Fee Claims and any other Allowed amounts owed to Professional Persons, the deficiency will be promptly funded to the Professional Fee Escrow from the Debtors' estates and/or by Post-Effective Date Debtors without any further action or order of the Bankruptcy Court.

(d) Post-Effective Date Fees and Expenses. On and after the Effective Date, the Debtors and the Post-Effective Date Debtors, as applicable, will pay in cash in the ordinary course of business and without any further action or order of the Bankruptcy Court, the reasonable legal, professional, or other fees and expenses that are (i) related to implementation of the Plan and (ii) incurred by the Debtors or Post-Effective Date Debtors, as applicable, on and after the Effective Date.

On the Effective Date, any requirement that Professional Persons comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services provided after such date shall terminate, and the Debtors or Post-Effective Date Debtors may employ and pay any post-Effective Date fees and expenses of any Professional Person without any further notice to or action, order, or approval of the Bankruptcy Court.

### **2.3 Treatment of DIP Claims.**

As of the Effective Date, the DIP Claims shall be Allowed in the full amount outstanding under the DIP Credit Agreement, including principal, interest, fees, costs, other charges, and expenses provided for thereunder. In full and final satisfaction, settlement, release, and discharge of each Allowed DIP Claim, on the Effective Date, each holder of such Allowed DIP Claim shall receive either (a) payment in full in Cash or (b) such other treatment as to which the Debtors or the Post-Effective Date Debtors, as applicable, and the holder of such Allowed DIP Claims will have agreed upon in writing. On the Effective Date, all Liens granted to secure the Allowed DIP Claims shall be terminated and of no further force and effect.

### **2.4 Payment of Fees and Expenses Under DIP Order.**

On the later of (a) the Effective Date and (b) the date on which such fees, expenses, or disbursements would be required to be paid under the terms of the DIP Order, the Debtors or the Post-Effective Date Debtors (as applicable) shall pay all fees, expenses, and disbursements of the DIP Agent and DIP Lenders, in each case that have accrued and are unpaid as of the Effective Date and are required to be paid under or pursuant to the DIP Order. After the Effective Date, the Post-Effective Date Debtors shall continue to reimburse the DIP Agent and the DIP Lenders for the reasonable fees and expenses (including reasonable and documented legal fees and expenses) incurred by the DIP Agent and the DIP Lenders after the Effective Date in accordance with the terms of the DIP Documents. The Post-Effective Date Debtors shall pay all of the amounts that may become payable to the DIP Agent or any of the DIP Lenders in accordance with the terms of the DIP Documents and the DIP Order.

### **2.5 Treatment of Priority Tax Claims.**

On the Effective Date or as soon thereafter as is reasonably practicable (but in no event later than 30 days after the Effective Date), each holder of an Allowed Priority Tax Claim shall receive in full and final satisfaction of such Claim, either (a) Cash in an amount equal to the Allowed amount of such Claim or such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code or (b) or such other treatment as to which the Debtors, the Post-Effective Date Debtors or NewCo and its subsidiaries (including the Credit Bid Purchaser) as applicable, and the holder of such Allowed Priority Tax Claim will have agreed upon in



writing; *provided*, that Allowed Priority Tax Claims representing liabilities incurred in the ordinary course of business by the Debtors, as Debtors in Possession, shall be paid by the Debtors or the Post-Effective Date Debtors, as applicable, in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents establishing, such liabilities; *provided, further*, that any Allowed Priority Tax Claim assumed by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement shall be solely an obligation of the Credit Bid Purchaser and the holder of such assumed Claim shall have no recourse to or Claim against the Debtors or Post-Effective Date Debtors or their assets and properties.

## **2.6 Restructuring Expenses.**

On the Effective Date, or as soon as reasonably practicable thereafter, the Debtors or the Post-Effective Date Debtors, as applicable, shall pay in full in Cash (to the extent not previously paid during the course of the Chapter 11 Cases) all outstanding Restructuring Expenses billed through the Effective Date, in accordance with the terms of the applicable orders, engagement letters, or other applicable contractual arrangements. All parties entitled to payment pursuant to this Section 2.6 shall estimate their accrued Restructuring Expenses before and as of the Effective Date and shall deliver such estimates to the Debtors at least three Business Days before the Effective Date; *provided*, that such estimate shall not be considered an admission or limitation with respect to the fees and expenses of such parties. On the Effective Date, final invoices for all Restructuring Expenses incurred before and as of the Effective Date shall be submitted to the Debtors. In addition, the Debtors and the Post-Effective Date Debtors (as applicable) shall continue to pay post-Effective Date, when due and payable in the ordinary course, Restructuring Expenses related to implementation, consummation and defense of the Plan.

## **2.7 Postpetition Hedge Claims.**

On (or as soon thereafter as is reasonably practicable) the later of (a) the Effective Date and (b) the first Business Day on which the Allowed Postpetition Hedge Claim becomes due and owing in accordance with the terms of and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents establishing, such liabilities, each holder of an Allowed Postpetition Hedge Claim shall receive in full and final satisfaction of such Claim, either (x) Cash in an amount equal to the Allowed amount of such Claim or such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code or (y) such other treatment as to which the Debtors, the Post-Effective Date Debtors, or NewCo and its subsidiaries (including the Credit Bid Purchaser), as applicable, and the holder of such Allowed Postpetition Hedge Claim will have agreed upon in writing; *provided*, that any Allowed Postpetition Hedge Claim assumed by the Credit Bid Purchaser in accordance with the foregoing clause (y) pursuant to the Credit Bid Purchase Agreement shall be solely an obligation of the Credit Bid Purchaser and the holder of such assumed Claim shall have no recourse to or Claim against the Debtors or Post-Effective Date Debtors or their assets and properties. Nothing herein shall modify any of the contractual rights under a Postpetition Hedging Agreement of a holder of an Allowed Postpetition Hedge Claim in their capacity as a holder of an Allowed Postpetition Hedge Claim.

## ARTICLE III. CLASSIFICATION OF CLAIMS AND INTERESTS.

### 3.1 Classification in General.

A Claim or Interest is placed in a particular Class for all purposes, including voting, confirmation, and distribution under the Plan and under sections 1122 and 1123(a)(1) of the Bankruptcy Code; *provided, however*, that a Claim or Interest is placed in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and such Claim or Interest has not been satisfied, released, or otherwise settled before the Effective Date.

### 3.2 Formation of Debtor Groups for Convenience Only.

The Plan groups the Debtors together solely for the purpose of describing treatment under the Plan, confirmation of the Plan, and making Plan Distributions in respect of Claims against and Interests in the Debtors under the Plan. Such groupings shall not affect any Debtor's status as a separate legal entity, change the organizational structure of the Debtors' business enterprise, constitute a change of control of any Debtor for any purpose, cause a merger of consolidation of any legal entities, or cause the transfer of any Assets; and, except as otherwise provided by or permitted under the Plan, all Debtors shall continue to exist as separate legal entities.

### 3.3 Summary of Classification of Claims and Interests.

The following table designates the Classes of Claims against and Interests in the Debtors and specifies which Classes are: (a) Impaired and Unimpaired under the Plan; (b) entitled to vote to accept or reject the Plan in accordance with section 1126 of the Bankruptcy Code; and (c) presumed to accept or deemed to reject the Plan. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims and Priority Tax Claims have not been classified. The classification of Claims and Interests set forth herein shall apply separately to each Debtor.

<u>Class</u>	<u>Type of Claim or Interest</u>	<u>Impairment</u>	<u>Entitled to Vote</u>
Class 1	Other Secured Claims	Impaired	Yes
Class 2	Priority Non-Tax Claims	Unimpaired	No (Presumed to accept)
Class 3	FLFO Claims	Impaired	Yes
Class 4	FLTL Claims	Impaired	Yes
Class 5	SLTL Claims	Impaired	Yes
Class 6A	Unsecured Trade Claims	Impaired	Yes
Class 6B	General Unsecured Claims	Impaired	Yes
Class 7	Intercompany Claims	Unimpaired	No (Presumed to accept)
Class 8	Subordinated Securities Claims	Impaired	No (Deemed to reject)
Class 9	Intercompany Interests	Unimpaired	No (Presumed to accept)
Class 10	Existing Equity Interests	Impaired	No (Deemed to reject)

### **3.4 Special Provision Governing Unimpaired Claims.**

Except as otherwise provided in this Plan, nothing under this Plan shall affect the rights of the Debtors or the Post-Effective Date Debtors, as applicable, in respect of any Unimpaired Claims, including all rights in respect of legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

### **3.5 Separate Classification of Other Secured Claims.**

Although all Other Secured Claims have been placed in one Class for purposes of nomenclature within the Plan, each Other Secured Claim, to the extent secured by a Lien on Collateral different from the Collateral securing a different Other Secured Claim, shall be treated as being in a separate sub-Class for the purposes of voting to accept or reject the Plan and receiving Plan Distributions.

### **3.6 Elimination of Vacant Classes.**

Any Class that, as of the commencement of the Confirmation Hearing, does not have at least one holder of a Claim or Interest that is Allowed in an amount greater than zero for voting purposes that votes on the Plan shall be considered vacant, deemed eliminated from the Plan for purposes of voting to accept or reject the Plan, and disregarded for purposes of determining whether the Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to such Class.

### **3.7 Voting Classes; Presumed Acceptance by Non-Voting Classes.**

With respect to each Debtor, if a Class contained Claims eligible to vote and no holder of Claims eligible to vote in such Class votes to accept or reject the Plan, the Plan shall be presumed accepted by the holders of such Claims in such Class.

### **3.8 Voting; Presumptions; Solicitation.**

(a) **Acceptance by Certain Impaired Classes.** Only holders of Allowed Claims in Classes 1, 3, 4, 5, 6A, and 6B are entitled to vote to accept or reject the Plan. An Impaired Class of Claims shall have accepted the Plan if (i) the holders of at least two-thirds (2/3) in amount of the Allowed Claims actually voting in such Class have voted to accept the Plan and (ii) the holders of more than one-half (1/2) in number of the Allowed Claims actually voting in such Class have voted to accept the Plan.

(b) **Presumed Acceptance by Unimpaired Classes.** Holders of Claims and Interests in Classes 2, 7 and 9 are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Accordingly, such holders are not entitled to vote to accept or reject the Plan.

(c) **Deemed Rejection by Certain Impaired Classes.** Holders of Claims in Class 8 and Class 10 are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Accordingly, such holders are not entitled to vote to accept or reject the Plan.

### **3.9 Cramdown.**

If any Class is deemed to reject the Plan or is entitled to vote on the Plan and does not vote to accept the Plan, the Debtors may (a) seek confirmation of the Plan under section 1129(b) of the Bankruptcy Code or (b) amend or modify the Plan in accordance with the terms hereof and the Bankruptcy Code. If a controversy arises as to whether any Claims or Interests, or any class of Claims or Interests, are impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

### **3.10 No Waiver.**

Nothing contained in the Plan shall be construed to waive a Debtor's or other Person's right to object on any basis to any Disputed Claim.

## **ARTICLE IV. TREATMENT OF CLAIMS AND INTERESTS.**

### **4.1 Class 1: Other Secured Claims.**

(a) **Treatment:** Except to the extent that a holder of an Allowed Other Secured Claim agrees to a less favorable treatment, in full and final satisfaction of such Allowed Other Secured Claim, at the option of the Debtors or the Post-Effective Date Debtors, such holder shall receive either (i) payment in full in Cash, payable on the later of the Effective Date and the date that is ten (10) Business Days after the date on which such Other Secured Claim becomes an Allowed Other Secured Claim, in each case, or as soon as reasonably practicable thereafter, (ii) such other treatment so as to render such holder's Allowed Other Secured Claim Unimpaired, or (iii) any other treatment consistent with the provisions of section 1129 of the Bankruptcy Code, including by providing such holder with the "indubitable equivalent" of their Allowed Other Secured Claim (which, for the avoidance of doubt, may be in the form of a multi-year promissory note or other financial instrument); *provided*, that any Allowed Other Secured Claim assumed by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement shall be solely an obligation of the Credit Bid Purchaser and the holder of such assumed Claim shall have no recourse to or Claim against the Debtors or Post-Effective Date Debtors or their assets and properties.

(b) **Impairment and Voting:** Allowed Other Secured Claims are Impaired. Holders of Allowed Other Secured Claims are entitled to vote on the Plan.

### **4.2 Class 2: Priority Non-Tax Claims.**

(a) **Treatment:** Except to the extent that a holder of an Allowed Priority Non-Tax Claim agrees to a less favorable treatment, in full and final satisfaction of such Allowed Priority Non-Tax Claim, each holder of an Allowed Priority Non-Tax Claim shall, at the option of the Debtors or the Post-Effective Date Debtors (i) be paid in full in Cash or (ii) otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code, payable on the later of the Effective Date and the date that is ten (10) Business Days after the date on which such Priority Non-Tax Claim becomes an Allowed Priority Non-Tax Claim, in

each case, or as soon as reasonably practicable thereafter; *provided*, that any Allowed Priority Non-Tax Claim assumed by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement shall be solely an obligation of the Credit Bid Purchaser and the holder of such assumed Claim shall have no recourse to or Claim against the Debtors or Post-Effective Date Debtors or their assets and properties.

(b) **Impairment and Voting:** Allowed Priority Non-Tax Claims are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the holders of Allowed Priority Non-Tax Claims are conclusively presumed to accept the Plan and are not entitled to vote to accept or reject the Plan, and the votes of such holders shall not be solicited with respect to such Allowed Priority Non-Tax Claims.

#### **4.3 Class 3: FLFO Claims.**

(a) **Treatment:** Except to the extent that a holder of an Allowed FLFO Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction of such Allowed FLFO Claim, (a) each holder of an Allowed FLFO Claim shall receive its Pro Rata Share of the FLFO Distribution Amount and (b) all remaining Allowed FLFO Claims shall be assumed by the NewCo Entities as modified to the extent set forth in the First Lien Exit Facility Documents. The Liens securing the FLFO Claims that attach to the Credit Bid Acquired Interests shall be retained and deemed assigned to the First Lien Exit Facility Agent upon the Effective Date to secure the obligations under the First Lien Exit Facility.

(b) **Impairment and Voting:** FLFO Claims are Impaired. Holders of Allowed FLFO Claims are entitled to vote on the Plan.

(c) **Allowance:** The FLFO Claims shall be deemed Allowed on the Effective Date in the FLFO Claims Allowed Amount.

#### **4.4 Class 4: FLTL Claims.**

(a) **Treatment:** Except to the extent that a holder of an Allowed FLTL Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction of and in exchange for such Allowed FLTL Claim and in consideration for the Credit Bid Transaction, each holder of an Allowed FLTL Claim shall receive its Pro Rata Share of:

- (i) 100% of the New Equity Interests, subject to dilution by (w) the Backstop Commitment Equity Premium Interests, (x) the New Equity Interests issued upon exercise of the Subscription Rights, (y) any New Equity Interests issued upon the exercise of the New Money Warrants, SLTL Warrants, or the GUC Warrants, and (z) any New Equity Interests issued pursuant to the Management Incentive Plan; and
- (ii) the FLTL Subscription Rights.

(b) **Impairment and Voting:** FLTL Claims are Impaired. Holders of Allowed FLTL Claims are entitled to vote on the Plan.

(c) **Allowance:** The FLTL Claims shall be deemed Allowed on the Effective Date in the aggregate amount of the FLTL Claims Allowed Amount.

**4.5 Class 5: SLTL Claims.**

(d) **Treatment:** Except to the extent that a holder of an Allowed SLTL Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction of and in exchange for such Allowed SLTL Claim, each holder of an Allowed SLTL Claim shall receive its Pro Rata Share of:

- (iii) the SLTL Warrants; and
- (iv) the SLTL Subscription Rights.

(e) **Impairment and Voting:** SLTL Claims are Impaired. Holders of Allowed SLTL Claims are entitled to vote on the Plan.

(f) **Allowance:** The SLTL Claims shall be deemed Allowed on the Effective Date in the aggregate amount of the SLTL Claims Allowed Amount.

**4.6 Class 6A: Unsecured Trade Claims.**

(a) **Treatment:** Except to the extent that a holder of an Allowed Unsecured Trade Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction of and in exchange for such Allowed Unsecured Trade Claim, each holder of an Allowed Unsecured Trade Claim that has executed a Trade Agreement shall receive:

- (i) if 14% of the aggregate amount of all Allowed Unsecured Trade Claims is less than or equal to \$8,000,000, Cash in an amount equal to 14% of the Allowed amount of such holder's Allowed Unsecured Trade Claim; or
- (ii) if 14% of the aggregate amount of Allowed Unsecured Trade Claims is greater than \$8,000,000, its Pro Rata share of \$8,000,000.

(b) **Impairment and Voting:** Unsecured Trade Claims are Impaired. Holders of Unsecured Trade Claims are entitled to vote on the Plan.

**4.7 Class 6B: General Unsecured Claims.**

(c) **Treatment:** Except to the extent that a holder of an Allowed General Unsecured Claim agrees to less favorable treatment, on or after the Effective Date, in full and final satisfaction of and in exchange for such Allowed General Unsecured Claim, each holder of an Allowed General Unsecured Claim shall receive, up to the full amount of such holder's Allowed General Unsecured Claim, its Pro Rata Share of:

- (i) the GUC Warrants; and



(ii) any Residual Distributable Value.

(b) **Impairment and Voting:** General Unsecured Claims are Impaired. Holders of General Unsecured Claims are entitled to vote on the Plan.

**4.8 Class 7: Intercompany Claims.**

(a) **Treatment:** On or after the Effective Date, all Intercompany Claims shall be adjusted, reinstated, or discharged in the Debtors' or Post-Effective Date Debtors' discretion.

(b) **Impairment and Voting:** All Allowed Intercompany Claims are deemed Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the holders of Allowed Intercompany Claims are conclusively presumed to accept the Plan and are not entitled to vote to accept or reject the Plan, and the votes of such holders shall not be solicited with respect to such Allowed Intercompany Claims.

**4.9 Class 8: Subordinated Securities Claims.**

(a) **Treatment:** All Subordinated Securities Claims, if any, shall be discharged, cancelled, released, and extinguished as of the Effective Date, and will be of no further force or effect, and holders of Allowed Subordinated Securities Claims will not receive any distribution on account of such Allowed Subordinated Securities Claims.

(b) **Impairment and Voting:** Allowed Subordinated Securities Claims are Impaired. In accordance with section 1126(g) of the Bankruptcy Code, holders of Subordinated Securities Claims are conclusively presumed to reject the Plan and are not entitled to vote to accept or reject the Plan, and the votes of such holders shall not be solicited with respect to Subordinated Securities Claims.

**4.10 Class 9: Intercompany Interests.**

(a) **Treatment:** On the Effective Date, all Intercompany Interests, in the Debtors' or the Post-Effective Date Debtors' discretion, shall be adjusted, reinstated, cancelled, or discharged in the Debtors' or Post-Effective Date Debtors' discretion.

(b) **Impairment and Voting:** Intercompany Interests are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the holders of Allowed Intercompany Interests are conclusively presumed to accept the Plan and are not entitled to vote to accept or reject the Plan, and the votes of such holders shall not be solicited with respect to such Allowed Intercompany Interests.

**4.11 Class 10: Existing Equity Interests.**

(a) **Treatment:** On the Effective Date, all Existing Equity Interests shall be canceled, released, and extinguished, and will be of no further force or effect.

(b) **Impairment and Voting:** Allowed Existing Equity Interests are Impaired. Holders of Existing Equity Interests are not entitled to vote on the Plan.

#### **4.12 Treatment of Vacant Classes.**

Any Claim or Interest in a Class that is considered vacant under Section 3.6 of the Plan shall receive no Plan Distribution.

### **ARTICLE V. MEANS FOR IMPLEMENTATION.**

#### **5.1 Plan Settlement; Compromise and Settlement of Claims, Interests, and Controversies.**

Subject to approval by the Bankruptcy Court in connection with confirmation of the Plan, the provisions of the Plan and other documents entered into in connection with the Plan constitute a good faith compromise and settlement among the Debtors, the Consenting Creditors and the Creditors' Committee of claims, Causes of Action and controversies among such parties, including all potential claims, Causes of Action and controversies related to the Challenge Period (as defined in the DIP Order) and any Challenge under the DIP Order, and are in consideration of the value provided to the Estates by the Consenting Creditors, including the value being provided to holders of Unsecured Trade Claims and General Unsecured Claims pursuant to Sections 4.6 and 4.7 hereof. The Plan shall be deemed a motion to approve the Plan Settlement and the good faith compromise and settlement of all of the claims, Causes of Action and controversies described in the foregoing sentence pursuant to sections 363 and 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019. Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Plan Settlement, as well as a finding by the Bankruptcy Court that the Plan Settlement is fair, equitable, reasonable, and in the best interests of the Debtors and their Estates. For the avoidance of doubt, nothing in this Plan or the Disclosure Statement shall require the Creditors' Committee to take or refrain from taking any action that it determines in good faith would be inconsistent with its fiduciary duties under applicable law. Notwithstanding the foregoing, the Creditors' Committee acknowledges that its entry into the Plan Settlement and its support for this Plan is consistent with its fiduciary duties.

Further, pursuant to sections 363 and 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a creditor or an Interest holder may have with respect to any Allowed Claim or Allowed Interest or any distribution to be made on account of such Allowed Claim or Allowed Interest. Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Allowed Claims, Allowed Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and holders of such Allowed Claims and Allowed Interests, and is fair, equitable, and reasonable.

#### **5.2 Credit Bid Transaction; Confirmation Outside Date.**

(a) If the Confirmation Date occurs on or before the Confirmation Outside Date or the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders do not otherwise

elect to pursue a 363 Credit Bid Transaction pursuant to Section 5.2(c) of the Plan, then, on the Effective Date, pursuant to sections 363, 1123, 1141(b) and 1141(c) of the Bankruptcy Code, in accordance with the Credit Bid Purchase Agreement, subject to the satisfaction or waiver of all applicable closing conditions under the Credit Bid Purchase Agreement, (i) all Credit Bid Acquired Interests shall be transferred to, and the Credit Bid Acquired Interests owned by the Debtors shall vest free and clear of all Liens<sup>2</sup> (other than (i) any and all Liens securing the FLFO Claim or the obligations under the First Lien Exit Facility or (ii) Credit Bid Permitted Encumbrances except in the case of Fieldwood U.A. Interests, which shall vest free and clear of all Liens other than Liens described in clause (i) above to the extent contemplated by the First Lien Exit Facility Documents), Claims, charges, Interests, or other encumbrances, including the Credit Bid Consent Rights and the Credit Bid Preferential Purchase Rights, and (ii) all Credit Bid Assumed Liabilities shall be assumed by the Credit Bid Purchaser.

(b) In the event that the transaction pursuant to Section 5.2(a) of the Plan is consummated and in the event of any conflict whatsoever between the terms of the Plan and the Credit Bid Purchase Agreement with respect to the Credit Bid Transaction, the terms of the Credit Bid Purchase Agreement shall control, and the Plan shall be deemed to incorporate in their entirety the terms, provisions, and conditions of the Credit Bid Purchase Agreement.

(c) (x) If the Confirmation Date does not occur before the Confirmation Outside Date or (y) if the estimated amount of Allowed Specified Administrative Expense Claims to be satisfied under the Plan on or after the Effective Date is projected at any time prior to the Confirmation Date to exceed the Toggle Amount (the next Business Day after the occurrence of (x) or (y), the (“**Toggle Date**”), then, with the consent of the Required DIP Lenders and Requisite FLTL Lenders, the Debtors shall:

- (i) within 7 days of the Toggle Date, file a motion (the “**Toggle Motion**”), in form and substance acceptable to the Debtors, the Required DIP Lenders and Requisite FLTL Lenders, seeking entry of an order of the Bankruptcy Court approving a credit bid sale transaction to the Credit Bid Purchaser (or another special purpose bidding entity formed by or at the direction of the Prepetition FLTL Lenders) pursuant to section 363 of the Bankruptcy Code on substantially the same terms as provided in the Credit Bid Purchase Agreement (which terms shall be acceptable to the Debtors, the Requisite FLTL Lenders, and Required DIP Lenders), free and clear of all Liens (other than (i) any and all Liens securing the FLFO Claim or the First Lien Exit Facility or (ii) Credit Bid Permitted Encumbrances except in the case of Fieldwood U.A. Interests, which shall vest free and clear of all Liens other than Liens described in clause (i) above to the extent contemplated by the First Lien Exit Facility Documents), Claims, charges, Interests, or other encumbrances, the Credit Bid Consent Rights and the

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<sup>2</sup> Provided that the Retained Properties (as defined in the Apache Implementation Agreement) shall be transferred in accordance with the Decommissioning Agreement.

Credit Bid Preferential Purchase Rights that are applicable to the Credit Bid Acquired Interests;

- (ii) within 15 days of the Toggle Date and subject to the reasonable consent of Apache, the Requisite FLTL Lenders, the Required DIP Lenders and the Debtors, amend the Apache Definitive Documents as reasonably required to effectuate the 363 Credit Bid Transaction to the Credit Bid Purchaser (or another special purpose bidding entity formed by or at the direction of the Prepetition FLTL Lenders); provided that no such actions shall require the Apache PSA Parties to alter the economics of the Apache Definitive Documents without the Apache PSA Parties' express written consent; and
- (iii) within 35 days of the Toggle Date, obtain entry of an order of the Bankruptcy Court approving the 363 Credit Bid Transaction to the Credit Bid Purchaser (or another special purpose bidding entity formed by or at the direction of the Prepetition FLTL Lenders).

(d) Notwithstanding anything herein to the contrary, upon the occurrence of the Toggle Date, if the transactions under the Toggle Motion (i) (a) individually or in the aggregate, results in a reduction of 10% or more of the total PV-10 of total 2P reserves comprising the assets acquired by the Credit Bid Purchaser (which shall be calculated by reference to the FWE YE2020 Internal Reserve Report (as of 5.1.21)), (b) results in any contract rights constituting material assets not being acquired by the Credit Bid Purchaser, (c) individually or in the aggregate, results in an increase by \$40.0 million or more (which, for the avoidance of doubt, in the case of plugging and abandonment liabilities, shall be calculated on a present value basis) in liabilities assumed by the Credit Bid Purchaser, (d) relates to any change in treatment or recovery of the Prepetition FLFO Credit Agreement or First Lien Exit Facility, or (e) provide for any differences from the transaction under this Plan that are materially adverse to the interests of the First Lien Exit Facility Agent and the First Lien Exit Facility Lenders, and (ii) are not (a) reasonably acceptable to the Prepetition FLFO Agent with respect to the foregoing clause (i)(b) or (e), or (ii) acceptable to the Prepetition FLFO Agent with respect to the foregoing clause (i)(a),(c), or (d), then all rights of the Prepetition FLFO Secured Parties set forth in the Prepetition FLFO Credit Agreement and related documents to object to the Toggle Motion on any grounds are expressly preserved, and all of the Prepetition FLFO Secured Parties' claims, rights, and remedies are reserved for all purposes, including the right to obtain treatment and transaction structure different than as set forth in the Toggle Motion.

(e) Notwithstanding anything in the Credit Bid Purchase Agreement or any agreement entered into pursuant to Section 5.2(c) of the Plan to the contrary, the Credit Bid Purchaser shall not be liable for any liability or obligation on account of any Claim or Interest that is compromised, settled, released or discharged pursuant to this Plan.

### **5.3 Equity Rights Offerings.**

(a) On the Effective Date, the Debtors shall consummate the Equity Rights Offerings.

(b) [FLTL Equity Rights Offering. The FLTL Equity Rights Offering shall be fully backstopped by the FLTL ERO Backstop Parties in accordance with and subject to the terms and conditions of the FLTL ERO Backstop Agreement. The right to participate in the FLTL Equity Rights Offering may not be sold, transferred, or assigned, except in the circumstances described in the FLTL ERO Backstop Agreement. In accordance with the FLTL ERO Backstop Agreement and subject to the terms and conditions thereof, each of the FLTL ERO Backstop Parties, among other things, has agreed, severally but not jointly, to purchase, on or prior to the Effective Date, its respective [FLTL ERO Backstop Commitment Percentage] of the [FLTL Unsubscribed Shares]. In exchange for providing the backstop commitment for the Equity Rights Offering, the FLTL ERO Backstop Parties shall receive, among other things, the FLTL ERO Backstop Commitment Premium Equity Interests payable in accordance with the terms of the FLTL ERO Backstop Agreement.]

(c) [SLTL Equity Rights Offering. The SLTL Equity Rights Offering shall be fully backstopped by the SLTL ERO Backstop Parties in accordance with and subject to the terms and conditions of the SLTL ERO Backstop Agreement. The right to participate in the SLTL Equity Rights Offering may not be sold, transferred, or assigned, except in the circumstances described in the SLTL ERO Backstop Agreement. In accordance with the SLTL ERO Backstop Agreement and subject to the terms and conditions thereof, each of the SLTL ERO Backstop Parties, among other things, has agreed, severally but not jointly, to purchase, on or prior to the Effective Date, its respective [SLTL ERO Backstop Commitment Percentage] of the [SLTL Unsubscribed Shares]. In exchange for providing the backstop commitment for the SLTL Equity Rights Offering, the SLTL ERO Backstop Parties shall receive, among other things, the SLTL ERO Backstop Commitment Premium Equity Interests payable in accordance with the terms of the SLTL ERO Backstop Agreement.]

### **5.4 New Equity Interests.**

(a) On the Effective Date, NewCo is authorized to issue or cause to be issued and shall, issue the New Equity Interests for eventual distribution in accordance with the terms of this Plan without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule, or the vote, consent, authorization, or approval of any Person. The New Equity Interests shall be issued and distributed free and clear of all Liens, Claims, and other Interests. All of the New Equity Interests issued pursuant to the Plan shall be duly authorized and validly issued.

(b) On the Effective Date, NewCo and all holders of the New Equity Interests then outstanding shall be deemed to be parties to the NewCo Organizational Documents, where applicable, substantially in the form, or consistent with the term sheets, contained in the Plan Supplement, without the need for execution by any such holder. The NewCo Organizational Documents shall be binding on NewCo and its subsidiaries (including the Credit Bid Purchaser) and all parties receiving, and all holders of, New Equity Interests.

### **5.5 NewCo Organizational Documents**

The NewCo Organizational Documents will be in form and substance acceptable to the Debtors, Requisite FLTL Lenders, and the Required DIP Lenders. After the Effective Date, the NewCo Organizational Documents may be amended or restated as permitted by such documents and the laws of their respective states, provinces, or countries of incorporation or organization.

### **5.6 New Money Warrants, SLTL Warrants and GUC Warrants**

On or after the Effective Date, NewCo is authorized to issue or cause to be issued and shall, as provided for in this Plan, issue (i) the New Money Warrants for distribution to the New Money Second Lien Exit Facility Lenders, the SLTL Warrants to the holders of Allowed SLTL Claims, and the GUC Warrants to the holders of Allowed General Unsecured Claims, in each case in accordance with the terms of the Plan and Confirmation Order without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule, or the vote, consent, authorization, or approval of any Person and (ii) upon exercise of the New Money Warrants, New Equity Interests issuable upon exercise of the New Money Warrants. The New Money Warrants, the SLTL Warrants, and GUC Warrants shall be issued and distributed free and clear of all Liens, Claims, and other Interests. All of the New Money Warrants, the SLTL Warrants, and GUC Warrants issued pursuant to the Plan, including as contemplated by the Credit Bid Transaction and the Second Lien Exit Facility Term Sheet, and all New Equity Interests issued upon exercise of the New Money Warrants, the SLTL Warrants, and the GUC Warrants shall be duly authorized and validly issued.

### **5.7 Plan of Merger**

(a) On the Effective Date, but after the consummation of the transactions contemplated by the Credit Bid Purchase Agreement, Fieldwood Energy LLC shall adopt the Plan of Merger and, in accordance with the terms thereof and solely to the extent therein, upon the effective time of the Divisional Merger as provided for in the Plan of Merger, the (i) FWE Assets will be allocated to and vest in FWE I and FWE III pursuant to the terms of the Plan of Merger, in each case, free and clear of all Plan of Merger Consent Rights and Plan of Merger Preferential Purchase Rights; and (ii) the FWE I Obligations shall be allocated to and shall vest in, and shall constitute liabilities and obligations of, FWE I and the FWE III Obligations shall be allocated to and shall vest in, and shall constitute liabilities and obligations of, FWE III. Immediately after the effective time of the Divisive Merger as provided in the Plan of Merger, the only assets, properties and rights of, and the only liabilities and obligations of, (i) FWE I will be the FWE I Assets and FWE I Obligations and (ii) FWE III will be the FWE III Assets and FWE III Obligations.

(b) All of the membership interests of FWE I and FWE III shall be owned by Post-Effective Date FWE Parent.

(c) Notwithstanding anything to the contrary in the Plan of Merger, any claim or interest that is satisfied, compromised, settled, released or discharged pursuant to the Plan shall not constitute an FWE I Obligation or FWE III Obligation.



## 5.8 Single Share

(a) On the Effective Date, one share of Post-Effective Date FWE Parent common stock (the “**Single Share**”) shall be issued to the Plan Administrator to hold in trust as custodian for the benefit of the holders of Allowed General Unsecured Claims and the Single Share shall be recorded on the books and records maintained by the Plan Administrator.

(b) On the date that FWE Parent’s Chapter 11 Case is closed in accordance with Section 5.25 of this Plan, the Single Share issued on the Effective Date pursuant to the Plan shall be deemed cancelled and of no further force and effect, provided that such cancellation does not adversely impact the Debtors’ Estates.

## 5.9 Plan Administrator

(a) *Appointment.* The Plan Administrator’s retention shall commence on the Effective Date and shall continue until: (i) the Bankruptcy Court has entered an order or orders closing each of the Chapter 11 Cases; (ii) the Bankruptcy Court enters an order removing the Plan Administrator for cause; or (iii) the Plan Administrator voluntarily resigns, upon notice filed with the Bankruptcy Court, and a successor Plan Administrator is appointed in accordance with this Plan.

(b) *Authority.* Subject to Section 5.9(c) of this Plan, the Plan Administrator shall have all the rights, powers, authority, and duties on behalf of each of the Debtors and Post-Effective Date Debtors, without the need for Bankruptcy Court approval (unless otherwise indicated), to carry out and implement all provisions of the Plan, including, without limitation, to:

- (i) subject to Section 7 of the Plan, except to the extent Claims have been previously Allowed, control and effectuate the Claims reconciliation process in accordance with the terms of this Plan, including to object to, seek to subordinate, compromise or settle any and all Claims against the Debtors;
- (ii) make Distributions to holders of Allowed Claims and Interests in accordance with this Plan, including distributions from the Claims Reserve, Professional Fee Escrow and Plan Administrator Expense Reserve;
- (iii) exercise its reasonable business judgment to direct and control the Debtors or Post-Effective Date Debtors under this Plan and in accordance with applicable law as necessary to maximize Distributions to holders of Allowed Claims;
- (iv) prepare, file, and prosecute any necessary filings or pleadings with the Bankruptcy Court to carry out the duties of the Plan Administrator as described herein;

- (v) engage in the ownership, operation, plugging and abandonment, and decommissioning of the FWE III Assets, including the FWE III Oil & Gas Lease Interests;
- (vi) abandon any property determined by the Plan Administrator to be of *de minimis* value or burdensome to the Estates;
- (vii) other than any Causes of Action released by the Debtors pursuant to this Plan or otherwise, prosecute all Causes of Action on behalf of the Debtors, elect not to pursue any Causes of Action, and determine whether and when to compromise, settle, abandon, dismiss, or otherwise dispose of any such Causes of Action, as the Plan Administrator may determine is in the best interests of the Debtors and their Estates;
- (viii) retain, employ, terminate, or replace professionals to assist or represent it in performing its duties under this Plan;
- (ix) pay all fees, expenses, debts, charges, and liabilities of the Post-Effective Date Debtors, including any Restructuring Expenses, from the Plan Administrator Expense Reserve or otherwise;
- (x) comply with, and cause the Debtors and Post-Effective Date Debtors to comply with, the Debtors' or Post-Effective Date Debtors' continuing obligations under the Credit Bid Purchase Agreement;
- (xi) maintain the books and records and accounts of the Debtors and Post-Effective Date Debtors;
- (xii) establish and maintain bank accounts in the name of the Post-Effective Date Debtors;
- (xiii) incur and pay reasonable and necessary expenses in connection with the performance of duties under this Plan, including the reasonable fees and expenses of professionals retained by the Plan Administrator;
- (xiv) following the Effective Date, pay any fees and expenses in Cash in accordance with Section 2.4 of this Plan;
- (xv) administer each Debtor's and Post-Effective Date Debtors' tax obligations, including (i) filing tax returns and paying tax obligations and (ii) representing the interest and account of each Debtor, each Debtor's estate, or each Post-Effective Date Debtor before any taxing authority in all matters including, without limitation, any action, suit, proceeding or audit;

- (xvi) prepare and file any and all informational returns, reports, statements, returns or disclosures relating to the Debtors or Post-Effective Date Debtor that are required hereunder, by any Governmental Unit or applicable law;
- (xvii) pay statutory fees in accordance with Section 12.1 of this Plan;
- (xviii) perform other duties and functions that are consistent with the implementation of the Plan or as the Plan Administrator reasonably deems to be necessary and proper to carry out the provisions of this Plan; and
- (xix) close the Chapter 11 Cases pursuant to Section 5.25 of this Plan.

(c) *Board of Directors and Officers.*

- (i) The officers and directors of the Debtors existing before the Effective Date shall be relieved of any and all duties with the respect to the Debtors as of the Effective Date.
- (ii) Upon the Effective Date, the Plan Administrator shall serve as the sole officer, director, or manager of each Post-Effective Date Debtor. The Plan Administrator may also elect such additional managers(s) and officer(s) of each Post-Effective Date Debtor as the Plan Administrator deems necessary to implement this Plan and the actions contemplated herein. The Plan Administrator shall also have the power to act by written consent to remove any officer or manager of any Post-Effective Date Debtor at any time with or without cause.

(d) *Post-Effective Date Operations.* After the Effective Date, pursuant to this Plan, the Plan Administrator shall operate the Post-Effective Date Debtors without any further approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

(e) *Post-Effective Date Expenses.* On and after the Effective Date, all costs, expenses and obligations incurred by the Plan Administrator in administering this Plan, the Post-Effective Date Debtors, or in any manner connected, incidental, or related thereto, in effecting distributions from the Post-Effective Date Debtors thereunder (including the reimbursement of reasonable expenses) shall be incurred and paid from the Plan Administrator Expense Reserve.

(f) *Indemnification.* Each of the Estates and the Post-Effective Date Debtors shall indemnify and hold harmless the Plan Administrator solely in its capacity as such for any losses incurred in such capacity, except to the extent such losses were the result of the Plan Administrator's gross negligence or willful misconduct.

(g) *Cooperation.* The Debtors, the Post-Effective Date Debtors, the Plan Administrator, the FWE I Sole Manager, and NewCo and its subsidiaries (including the Credit

Bid Purchaser) and their respective professionals, as appropriate, shall cooperate with each other in relation to their respective activities and obligations in respect of this Plan, including objecting to, settling or otherwise reconciling claims as provided herein, and by providing reasonable, good-faith access to personnel, systems, and books and records and their respective personnel and consulting with each other to avoid duplication of effort; *provided, however*, that the Debtors, the Post-Effective Date Debtors, the Plan Administrator, the FWE I Sole Manager, and NewCo and its subsidiaries (including the Credit Bid Purchaser) and including its advisors, if any) shall enter into a confidentiality agreement before sharing of any such documents and/or information to the extent deemed reasonably necessary by the Post-Effective Date Debtors, the Credit Bid Purchaser, or Plan Administrator, as applicable.

#### **5.10 Plan Funding.**

Plan Distributions of Cash shall be funded from, among other things, the Debtors' Cash on hand (including the proceeds of the DIP Facility), the New Money Consideration, and the proceeds of the Equity Rights Offerings.

#### **5.11 The Exit Facilities**

(a) On the Effective Date, the Credit Bid Purchaser shall execute and deliver the Exit Facility Documents and such documents shall become effective in accordance with their terms. On and after the Effective Date, the Exit Facility Documents shall constitute legal, valid, and binding obligations of the Credit Bid Purchaser and be enforceable in accordance with their respective terms and such obligations shall not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination under applicable law, the Plan or the Confirmation Order, and the Credit Bid Purchaser shall be authorized to incur the loans under the Exit Facilities and use the proceeds of such loans, in each case, in accordance with the terms of this Plan and the Exit Facility Documents without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule, or the vote, consent, authorization, or approval of any Person. The terms and conditions of the Exit Facility Documents shall bind the Credit Bid Purchaser and each other Entity that enters into the Exit Facility Documents.

(b) Confirmation shall be deemed approval of the Exit Facility Documents (including the transactions and related agreements contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred and fees and expenses to be paid by the Debtors or Post-Effective Date Debtors, as applicable, in connection therewith), the First Lien Exit Facility Commitment Letter (including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations and guarantees to be incurred and fees paid in connection therewith (including any payments under the First Lien Exit Facility Commitment Letter)), and the Second Lien Backstop Commitment Letter (including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations and guarantees to be incurred and fees paid in connection therewith (including the Second Lien Backstop Commitment Premium and any other payments under the Backstop Agreement)), and, to the extent not approved by the Bankruptcy Court previously, the Credit Bid Purchaser will be authorized to, without further notice to the Bankruptcy Court, (i) execute and deliver those documents necessary or appropriate to obtain the Exit Facilities, including the Exit

Facility Documents, each as applicable, and incur and pay any fees and expenses in connection therewith, and (ii) make any act or take any action under applicable law, regulation, order or rule or vote, consent, authorization, or approval of any Person, subject to such modifications as the Credit Bid Purchaser may deem to be necessary to enter into the Exit Facility Documents.

(c) On the Effective Date, all of the claims, liens, and security interests to be granted in accordance with the terms of the Exit Facility Documents (i) shall be legal, binding, and enforceable liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the Exit Facility Documents, (ii) shall be deemed automatically attached and perfected on the Effective Date, subject only to such liens and security interests as may be permitted under the Exit Facility Documents with the priorities established in respect thereof under applicable non-bankruptcy law and the New Intercreditor Agreement, and (iii) shall not be subject to avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code, this Plan, the Confirmation Order or applicable non-bankruptcy law. To the extent provided in the Exit Facility Documents, the Exit Facility Agents are authorized, but not required, to file with the appropriate authorities mortgages, financing statements and other documents, and to take any other action in order to evidence, validate, and perfect such liens or security interests.

(d) On the Effective Date, the Credit Bid Purchaser, the First Lien Exit Facility Agent and the Second Lien Exit Facility Agent shall enter into the New Intercreditor Agreement substantially in the form contained in the Plan Supplement.

#### **5.12 Apache Definitive Documents.**

(a) On the Effective Date following the consummation of the Plan of Merger and the Effective Time (as defined in the Plan of Merger), FWE I shall be authorized to execute, deliver, and enter into the Apache Definitive Documents, including the Standby Credit Facility Documents, without further (i) notice to or order or other approval of the Bankruptcy Court, (ii) act or omission under applicable law, regulation, order, or rule, (iii) vote, consent, authorization, or approval of any Person, or (iv) action by the holders of Claims or Interests. The Standby Loan Agreement shall constitute a legal, valid, binding and authorized obligation of FWE I, enforceable in accordance with its terms and such obligations shall not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination under applicable law, the Plan or the Confirmation Order. The financial accommodations to be extended pursuant to the Standby Loan Agreement (and other definitive documentation related thereto) are reasonable and are being extended, and shall be deemed to have been extended, in good faith and for legitimate business purposes.

#### **(b) FWE I Sole Manager**

- (i) Upon the Effective Date, the FWE I Sole Manager shall be appointed. Upon the Effective Date, the new governance structure of FWE I will be set forth in the FWE I LLC Agreement.

- (ii) On and after the Effective Date, the FWE I Sole Manager and Plan Administrator shall mutually cooperate to establish any procedures and protocols as they deem necessary to carry out their respective duties; *provided, however*, that any such procedures and protocols shall be consistent with the terms of this Plan and the Sole Manager Agreement (as defined in the Apache Implementation Agreement).
- (iii) FWE I shall indemnify and hold harmless the FWE I Sole Manager solely in its capacity as such for any losses incurred in such capacity, except to the extent such losses were the result of the FWE I Sole Manager's gross negligence or willful misconduct.

### **5.13 Abandonment of Certain Properties**

Immediately upon the occurrence of the Effective Date, the Debtors' rights to and interests in executory contracts and unexpired federal leases, rights-of-way, and right-of-use-and-easements listed on the Schedule of Abandoned Properties are abandoned pursuant to the Plan without further notice to or order of the Bankruptcy Court pursuant to Sections 105(a) and 554(a) of the Bankruptcy Code and/or deemed rejected pursuant to Section 365 of the Bankruptcy Code, as applicable. The Abandoned Properties shall not be allocated to nor vest in the Post-Effective Date Debtors or NewCo and its subsidiaries, including the Credit Bid Purchaser. Except as otherwise provided in this Plan or the Confirmation Order, the Debtors, their Estates, and the Post-Effective Date Debtors shall not be liable for any obligations whatsoever arising from or relating to the post-Effective Date period with regards to the Abandoned Properties. Nothing in this Plan or the Confirmation Order shall be construed as barring, waiving, or limiting the United States' rights to assert a claim against the Debtors, the Post-Effective Date Debtors or any co-lessees or predecessors in interest with respect to the Abandoned Properties for any decommissioning obligations for the Abandoned Properties.

### **5.14 Establishment of Claims Reserve.**

On the Effective Date, the Debtors shall, with the consent of the Requisite FLTL Lenders and the DIP Lenders, establish and fund the Claims Reserve by depositing Cash, in the amount of the Claims Reserve Amount into the Claims Reserve. The Claims Reserve shall be used to pay Allowed Administrative Expense Claims, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, Allowed Other Secured Claims (to the extent such Claims do not receive other treatment), Allowed Unsecured Trade Claims, and Cure Amounts in accordance with the terms of this Plan. Any amounts remaining in the Claims Reserve after satisfaction of all Allowed Administrative Expense Claims, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, Allowed Other Secured Claims, Allowed Unsecured Trade Claims, and Cure Amounts shall constitute Residual Distributable Value.

### **5.15 Plan Administrator Expense Reserve.**

On or before the Effective Date, the Plan Administrator shall establish the Plan Administrator Expense Reserve. On the Effective Date, the Plan Administrator shall deposit



Cash in the Plan Administrator Expense Reserve Amount into the Plan Administrator Expense Reserve. The Plan Administrator Expense Reserve shall be used by the Plan Administrator solely to satisfy the expenses of the Plan Administrator and the Post-Effective Date Debtors as set forth in this Plan. Any amount remaining in the Plan Administrator Expense Reserve after the dissolution of all the Post-Effective Date Debtors shall constitute Residual Distributable Value. In no event shall the Plan Administrator be required or permitted to use its personal funds or assets for the purposes of carrying out its duties under this Plan.

**5.16 Continued Corporate Existence; Effectuating Documents; Further Transactions.**

(a) Except as otherwise provided in the Plan, the Debtors shall continue to exist after the Effective Date as Post-Effective Date Debtors in accordance with the applicable laws of the respective jurisdictions in which they are incorporated or organized and pursuant to the Amended Organizational Documents.

(b) On or after the Effective Date (in any case, following the consummation of the Credit Bid Transaction), but subsequent to the consummation of the transactions contemplated by the Credit Bid Purchase Agreement if the Credit Bid Transaction occurs, without prejudice to the rights of any party to a contract or other agreement with any Post-Effective Date Debtor, each Post-Effective Date Debtor may, in the sole discretion of the Plan Administrator, take such action as permitted by applicable law, the applicable Amended Organizational Documents or other applicable corporate governance documents, the Apache Definitive Documents, any Additional Predecessor Agreement Documents, as such Post-Effective Date Debtor may determine is reasonable and appropriate, including, causing: (i) the consummation of a Divisional Merger as contemplated by the Plan of Merger, (ii) the taking of any action contemplated by any Additional Predecessor Agreement Documents and the consummation thereof (including the formation of a new entity or consummation of a divisional merger), (iii) a Post-Effective Date Debtor to be merged into another Post-Effective Date Debtor or an affiliate of a Post-Effective Date Debtor; (iv) a Post-Effective Date Debtor to be dissolved; (v) the legal name of a Post-Effective Date Debtor to be changed; (vi) a Post-Effective Date Debtor to convert its form of entity; or (vii) the closure of a Post-Effective Date Debtor's Chapter 11 Case on the Effective Date or any time thereafter, and such action and documents are deemed to require no further action or approval (other than any requisite filings required under the applicable state, provincial and federal or foreign law).

(c) On the Effective Date or as soon thereafter as is reasonably practicable (in any case, following the consummation of the Credit Bid Transaction), but subsequent to the consummation of the transactions contemplated by the Credit Bid Purchase Agreement if the Credit Bid Transaction occurs, the Post-Effective Date Debtors, acting through the Plan Administrator, may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, or necessary or appropriate to effectuate the Plan, including, (i) the execution and delivery of appropriate agreements or other documents of merger, consolidation, restructuring, conversion, disposition, transfer, dissolution, or liquidation containing terms that are consistent with the terms of the Plan and the Plan Supplement and that satisfy the requirements of applicable law and any other terms to which the applicable entities may agree; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or

delegation of any Asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms to which the applicable parties agree; (iii) the filing of appropriate organizational documents governing the Post-Effective Date Debtors, including the Post-Effective Date Debtors' respective Amended Organizational Documents, and any amendments or restatements thereto, or any documents governing any Post-Effective Date Debtor's reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable law and, as necessary, other constituent documents, including, without limitation, the organizational documents governing non-Debtor subsidiaries, as permitted by the laws of their respective states of incorporation; (iv) the Restructuring Transactions; and (v) all other actions that the applicable entities determine to be necessary or appropriate, including, making filings or recordings that may be required by applicable law.

### **5.17 Corporate Action.**

(a) Upon the Effective Date, all actions contemplated by this Plan shall be deemed authorized and approved in all respects, including (i) entry into or execution of the Credit Bid Purchase Agreement and consummation of the transactions contemplated therein, (ii) the assumption or assumption and assignment of executory contracts and unexpired leases as provided herein, (iii) the appointment of the Plan Administrator and the FWE I Sole Manager, (iv) the entry into or execution of the Apache Definitive Documents and all documentation relating thereto, including the Plan of Merger and Standby Credit Facility Documents, (v) the entry into or execution of any Additional Predecessor Agreement Documents and all documentation relating thereto, including any plan of merger, divisional merger, or the creation of a new entity, (vi) entry into or execution of the Exit Facility Documents (and any other documentation related thereto, including the New Intercreditor Agreement), (vii) any other Restructuring Transaction, and (viii) all other actions contemplated by the Plan (whether to occur before, on, or after the Effective Date), in each case in accordance with and subject to the terms hereof. All matters provided for in this Plan involving the corporate or limited liability company structure of the Debtors or the Post-Effective Date Debtors, and any corporate or limited liability company action required by the Debtors or the Post-Effective Date Debtors in connection with this Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, directors, managers, or officers of the Debtors or the Post-Effective Date Debtors.

(b) On or before (as applicable) the Effective Date, the appropriate directors, officers, and managers of the Debtors, the Plan Administrator, or the FWE I Sole Manager, as applicable, shall be authorized and directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated by this Plan (or necessary or desirable to effect the transactions contemplated by this Plan). The authorizations and approvals contemplated by this Section 5.17 shall be effective notwithstanding any requirements under nonbankruptcy law.

### **5.18 Cancellation of Existing Securities and Agreements.**

Except for the purpose of evidencing a right to and allowing holders of Claims to receive a distribution under this Plan, and except as otherwise set forth in the Plan, or in the Plan Supplement or any related agreement, instrument, or document, on the Effective Date, all

agreements, instruments, notes, certificates, indentures, mortgages, security documents, reimbursement obligations, and other instruments or documents evidencing or creating any prepetition Claim or Interest (collectively, the “**Cancelled Agreements**”) (except that the following shall not be Cancelled Agreements: (i) the agreements, instruments, notes, certificates, indentures, mortgages, security documents, and other instruments or documents governing, relating to and/or evidencing certain Intercompany Interests not modified by the Plan and any rights of any holder in respect thereof and (ii) the Decommissioning Agreement, and any and all bonds and letters of credit constituting Decommissioning Security) shall be deemed cancelled and of no force or effect and the Debtors shall not have any continuing obligations thereunder; *provided, however*, that each of the Cancelled Agreements shall continue in effect solely for the purposes of, (x) allowing holders of Claims or Interests to receive distributions under the Plan on account of such Claims or Interests and (y) allowing and preserving the rights of the Prepetition FLFO Administrative Agent, the Prepetition FLFO Collateral Agent, the Prepetition FLTL Administrative Agent, the Prepetition SLTL Administrative Agent, and the DIP Agent, as applicable, to (1) make distributions on account of such Claims or Interests; (2) maintain, enforce, and exercise their respective liens, including any charging liens, as applicable, under the terms of the applicable agreements, or any related or ancillary document, instrument, agreement, or principle of law, against any money or property distributed or allocable on account of such Claims, as applicable; (3) seek compensation and reimbursement for any reasonable and documented fees and expenses incurred in connection with the implementation of the Plan required to be paid pursuant to the applicable agreement; (4) maintain, enforce, and exercise any right or obligation to compensation, indemnification, expense reimbursement, or contribution, or any other claim or entitlement that the Prepetition FLFO Administrative Agent, the Prepetition FLFO Collateral Agent, the Prepetition FLTL Administrative Agent, the Prepetition SLTL Administrative Agent, and the DIP Agent may have under this Plan, the applicable credit agreements, collateral agreements, or pledge agreements; and (5) appear and raise issues in these Chapter 11 Cases or in any proceeding in the Bankruptcy Court or any other court after the Effective Date on matters relating to this Plan or the applicable credit agreements; *provided, further*, that the Prepetition FLFO Administrative Agent, the Prepetition FLFO Collateral Agent, the Prepetition FLTL Administrative Agent, the Prepetition SLTL Administrative Agent, and the DIP Agent may take such further action to implement the terms of the Plan, including the Restructuring Transactions, as agreed to with the Debtors or the Post-Effective Date Debtors, as applicable to the extent not inconsistent with the Confirmation Order or this Plan.

#### **5.19 Cancellation of Certain Existing Security Interests.**

Upon the full payment or other satisfaction of an Allowed Other Secured Claim, or promptly thereafter, the holder of such Allowed Other Secured Claim shall deliver to the Debtors or the Post-Effective Date Debtors, as applicable, any Collateral or other property of a Debtor held by such holder, together with any termination statements, instruments of satisfaction, or releases of all security interests with respect to its Allowed Other Secured Claim that may be reasonably required to terminate any related financing statements, mortgages, mechanics’ or other statutory Liens, or lis pendens, or similar interests or documents.

Except, for the avoidance of doubt, with respect to any mortgages, deeds of trust, Liens, pledges, and any other security interests of the Prepetition FLFO Administrative Agent or the Exit Facility Agents, after the Effective Date and in accordance with the terms of the

Confirmation Order, the Debtors or the Post-Effective Date Debtors, at their expense, may, in their sole discretion, take any action necessary to terminate, cancel, extinguish, and/or evidence the release of any and all mortgages, deeds of trust, Liens, pledges, and other security interests with respect to any Claim or Interest, including, without limitation, the preparation and filing of any and all documents necessary to terminate, satisfy, or release any mortgages, deeds of trust, Liens, pledges, and other security interests held by the Prepetition Agents, including, without limitation, UCC-3 termination statements and mortgage release documentation.

## **5.20 Intercompany Interests; Corporate Reorganization.**

To the extent reinstated under the Plan, on the Effective Date, the Intercompany Interests (a) shall be reinstated for the ultimate benefit of the holders of Claims and Interests as set forth in the Plan (b) without the need for any further corporate action or approval of any board of directors, board of managers, managers, management, or stockholders of any Debtor or Post-Effective Date Debtor, as applicable, the certificates and all other documents representing the Intercompany Interests shall be deemed to be in full force and effect.

## **5.21 Restructuring Transactions.**

On the Effective Date or as soon as reasonably practicable thereafter, the Debtors or the Post-Effective Date Debtors, acting through the Plan Administrator, or the FWE I Sole Manager, as applicable, may take all actions consistent with the Plan and the Confirmation Order, as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Restructuring Transactions under and in connection with the Plan.

## **5.22 Liquidating Trust.**

In the event the Plan Administrator determines, in its discretion, that to carry out and implement the provisions of this Plan certain assets should be transferred to a liquidating trust for the benefit of one or more classes of Claims, (1) the terms of the liquidating trust shall be set forth in a liquidating trust agreement, (2) the liquidating trust shall be structured to qualify as a “liquidating trust” within the meaning of Treasury Regulations section 301.7701-4(d) and in compliance with Revenue Procedure 94-45, 1994-2 C.B. 684, and, thus, as a “grantor trust” within the meaning of sections 671 through 679 of the Tax Code of which the holders of Claims who become the liquidating trust beneficiaries (as determined for U.S. federal income tax purposes) are the owners and grantors, consistent with the terms of the Plan, (3) the sole purpose of the liquidating trust shall be the liquidation and distribution of the assets transferred to the liquidating trust in accordance with Treasury Regulations section 301.7701-4(d), including the resolution of Claims, with no objective to continue or engage in the conduct of a trade or business, (4) all parties (including the Debtors, holders of Claims, and the trustee of the liquidating trust) shall report consistently with such treatment (including the deemed receipt of the underlying assets, subject to applicable liabilities and obligations, by the holders of Allowed Claims, as applicable, followed by the deemed transfer of such assets to the liquidating trust), (5) all parties shall report consistently with the valuation of the assets transferred to the liquidating trust as determined by the trustee of the liquidating trust (or its designee), (6) the trustee of the liquidating trust shall be responsible for filing returns for the trust as a grantor trust pursuant to

Treasury Regulations section 1.671-4(a), and (7) the trustee of the liquidating trust shall annually send to each holder of an interest in the liquidating trust a separate statement regarding the receipts and expenditures of the trust as relevant for U.S. federal income tax purposes. Subject to definitive guidance from the Internal Revenue Service or a court of competent jurisdiction to the contrary (including the receipt by the trustee of the liquidating trust of a private letter ruling if the trustee so requests one, or the receipt of an adverse determination by the Internal Revenue Service upon audit if not contested by the trustee), the trustee of the liquidating trust may timely elect to (y) treat any portion of the liquidating trust allocable to Disputed Claims as a “disputed ownership fund” governed by Treasury Regulations section 1.468B-9 (and make any appropriate elections) and (z) to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. If a “disputed ownership fund” election is made, (i) all parties (including the Debtors, holders of Claims, and the trustee of the liquidating trust) shall report for U.S. federal, state, and local income tax purposes consistently with the foregoing, and (ii) any tax imposed on the liquidating trust with respect to assets allocable to Disputed Claims (including any earnings thereon and any gain recognized upon the actual or deemed disposition of such assets) will be payable out of such assets and, in the event of insufficient Cash to pay any such taxes, the trustee of the liquidating trust may sell all or part of such assets to pay the taxes. The trustee of the liquidating trust may request an expedited determination of taxes of the liquidating trust, including any reserve for Disputed Claims, under section 505(b) of the Bankruptcy Code for all tax returns filed for, or on behalf of, the liquidating trust for all taxable periods through the dissolution of the liquidating trust.

### **5.23 Securities Exemptions.**

(a) The offer, issuance, and distribution of the New Equity Interests (other than the Backstop Commitment Premium Equity Interests, the New Money Warrants, or any New Equity Interests issued upon exercise of the New Money Warrants or under the Management Incentive Plan), the Subscription Rights, the SLTL Warrants, and the GUC Warrants to holders of Allowed FLTL Claims, Allowed SLTL Claims, and General Unsecured Claims, as applicable, under Article IV of this Plan, and the New Equity Interests issued upon exercise of the Subscription Rights, the SLTL Warrants, or the GUC Warrants, shall be exempt, pursuant to section 1145 of the Bankruptcy Code, without further act or actions by any Person, from registration under the Securities Act, and all rules and regulations promulgated thereunder, and any other applicable securities laws, to the fullest extent permitted by section 1145 of the Bankruptcy Code. The New Equity Interests, the Subscription Rights, the SLTL Warrants, and GUC Warrants issued pursuant to section 1145(a) of the Bankruptcy Code may be resold without registration under the Securities Act or other federal securities laws pursuant to the exemption provided by section 4(a)(1) of the Securities Act, unless the holder is an “underwriter” with respect to such Securities, as that term is defined in section 1145(b) of the Bankruptcy Code. In addition, such section 1145 exempt Securities generally may be resold without registration under state securities laws pursuant to various exemptions provided by the respective laws of the several states.

(b) The issuance and sale of the Backstop Commitment Premium Equity Interests, and the New Money Warrants (including any New Equity Interests issued upon exercise of the New Money Warrants) under this Plan shall be exempt from registration under the Securities Act or any other applicable securities laws to the fullest extent permitted by



section 4(a)(2) of the Securities Act and/or Regulation D thereunder. The Backstop Commitment Premium Equity Interests, and the New Money Warrants (including any New Equity Interests issued upon exercise of the New Money Warrants) issued in reliance on the exemption from registration set forth in section 4(a)(2) of the Securities Act and/or Regulation D thereunder, will be considered “restricted securities” and may not be transferred except pursuant to an effective registration statement or under an available exemption from the registration requirements of the Securities Act, such as, under certain conditions, the resale provisions of Rule 144 of the Securities Act.

(c) None of the Debtors, NewCo and its subsidiaries (including the Credit Bid Purchaser), or any other Person shall be required to provide any further evidence other than the Plan or the Confirmation Order with respect to the treatment of the New Equity Interests (including any New Equity Interests issued upon exercise of the Subscription Rights, the New Money Warrants, the SLTL Warrants or the GUC Warrants), the Subscription Rights, the New Money Warrants, the SLTL Warrants, or the GUC Warrants, under applicable securities laws. DTC and any transfer agent (as applicable) shall be required to accept and conclusively rely upon the Plan or Confirmation Order in lieu of a legal opinion regarding whether the New Equity Interests (including any New Equity Interests issued upon exercise of the Subscription Rights, the New Money Warrants, the SLTL Warrants or the GUC Warrants), the Subscription Rights, the New Money Warrants, the SLTL Warrants, or the GUC Warrants are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services (to the extent applicable).

(d) Notwithstanding anything to the contrary in this Plan, no Person (including DTC and any transfer agent) shall be entitled to require a legal opinion regarding the validity of any transaction contemplated by the Plan, including whether the New Equity Interests (including any New Equity Interests issued upon exercise of the Subscription Rights, the New Money Warrants, the SLTL Warrants or the GUC Warrants), the Subscription Rights, the New Money Warrants, the SLTL Warrants, or the GUC Warrants are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services.

#### **5.24 Closing of Chapter 11 Cases.**

After the Effective Date, the Plan Administrator shall be authorized, but not directed, to submit an order to Bankruptcy Court under certification of counsel that is in form and substance acceptable to the U.S. Trustee that closes and issues a final decree for each of the Chapter 11 Cases.

### **ARTICLE VI. DISTRIBUTIONS.**

#### **6.1 Distributions Generally.**

The Plan Administrator shall make all Distributions to the appropriate holders of Allowed Claims in accordance with the terms of this Plan.



**6.2 No Postpetition Interest on Claims.**

Except with respect to the FLFO Claims of the Prepetition FLFO Secured Parties or as otherwise specifically provided for in the Plan, the Confirmation Order, or another order of the Bankruptcy Court, postpetition interest shall not accrue or be paid on any Claims, and no holder of a Claim shall be entitled to interest accruing on such Claim on or after the Petition Date.

**6.3 Date of Distributions.**

Except as otherwise provided in this Plan, the Plan Administrator shall make Plan Distributions to holders of Allowed Claims after (a) funding of the Professional Fee Escrow and (b) satisfaction in full or establishment of reserves sufficient to pay claims in the Claims Reserve, as soon as reasonably practicable after the Effective Date and thereafter, the Plan Administrator shall from time to time determine the subsequent Distribution Dates.

**6.4 Distribution Record Date.**

As of the close of business on the Distribution Record Date, the various lists of holders of Claims in each Class as maintained by the Debtors or their agents, shall be deemed closed, and there shall be no further changes in the record holders of any Claims after the Distribution Record Date. Neither the Debtors nor the Plan Administrator shall have any obligation to recognize any transfer of a Claim occurring after the close of business on the Distribution Record Date. In addition, with respect to payment of any Cure Amounts or disputes over any Cure Amounts, neither the Debtors nor the Plan Administrator shall have any obligation to recognize or deal with any party other than the non-Debtor party to the applicable executory contract or unexpired lease, even if such non-Debtor party has sold, assigned, or otherwise transferred its Claim for a Cure Amount.

**6.5 Distributions after Effective Date**

Distributions made after the Effective Date to holders of Disputed Claims that are not Allowed Claims as of the Effective Date but which later become Allowed Claims shall be deemed to have been made on the Effective Date.

**6.6 Delivery of Distributions.**

Subject to Bankruptcy Rule 9010, the Plan Administrator shall make all Distributions to any holder of an Allowed Claim as and when required by this Plan at (a) the address of such holder on the books and records of the Debtors or their agents or (b) at the address in any written notice of address change delivered to the Debtors or the Plan Administrator, including any addresses included on any transfers of Claim filed pursuant to Bankruptcy Rule 3001. In the event that any Distribution to any holder is returned as undeliverable, no Distribution or payment to such holder shall be made unless and until the Plan Administrator has been notified of the then-current address of such holder, at which time or as soon thereafter as reasonably practicable such Distribution shall be made to such holder without interest.

#### **6.7 Unclaimed Property.**

One year from the later of: (a) the Effective Date and (b) the date that is ten (10) Business Days after the date a Claim is first Allowed, all distributions that remain payable on account of such Claim shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and shall revert to the Post-Effective Date Debtors or their successors or assigns, and all claims of any other Person (including the holder of a Claim in the same Class) to such distribution shall be discharged and forever barred. The Post-Effective Date Debtors and the Plan Administrator shall have no obligation to attempt to locate any holder of an Allowed Claim other than by reviewing the Debtors' books and records and the Bankruptcy Court's filings.

For the avoidance of doubt, a distribution shall be deemed unclaimed if a holder has not: (a) accepted a particular distribution or, in the case of distributions made by check, negotiated such check; (b) given notice to the Post-Effective Date Debtors or the Plan Administrator of an intent to accept a particular distribution; (c) responded to the Debtors', the Post-Effective Date Debtors', or the Plan Administrator's requests for information necessary to facilitate a particular distribution; or (d) taken any other action necessary to facilitate such distribution.

#### **6.8 Satisfaction of Claims.**

Unless otherwise provided herein, any distributions and deliveries to be made on account of Allowed Claims under the Plan shall be in complete and final satisfaction, settlement, and discharge of and exchange for such Allowed Claims.

#### **6.9 Manner of Payment under Plan.**

Except as specifically provided herein, at the option of the Debtors, the Post-Effective Date Debtors, or the Plan Administrator, as applicable, any Cash payment to be made under the Plan may be made by a check or wire transfer or as otherwise required or provided in applicable agreements or customary practices of the Debtors.

#### **6.10 De Minimis Cash Distributions.**

The Plan Administrator shall not be required to make any payment to any holder of an Allowed Claim on any Distribution Date of Cash in an amount less than one-hundred dollars (\$100); *provided, however*, that if any Plan Distribution is not made pursuant to this Section 6.10, such Distribution shall be added to any subsequent Plan Distribution to be made on behalf of the holder's Allowed Claim. The Plan Administrator shall not be required to make any final Plan Distributions of Cash in an amount less than fifty dollars (\$50) to any holder of an Allowed Claim. If the amount of any final Plan Distributions to holders of Allowed Claims would be fifty dollars (\$50) or less, then no further Plan Distribution shall be made by the Plan Administrator and any surplus Cash shall be donated and distributed to a Tax Code § 501(c)(3) tax-exempt organization selected by the Plan Administrator.

**6.11 No Distribution in Excess of Amount of Allowed Claim.**

Notwithstanding anything to the contrary in this Plan, no holder of an Allowed Claim shall receive, on account of such Allowed Claim, Plan Distributions in excess of the Allowed amount of such Claim.

**6.12 Allocation of Distributions Between Principal and Interest.**

Except with respect to the FLFO Claims of the Prepetition FLFO Secured Parties or as otherwise required by law, consideration received in respect of an Allowed Claim is allocable first to the principal amount of the Claim (as determined for U.S. federal income tax purposes) and then, to the extent of any excess, to the remainder of the Claim, including any Claim for accrued but unpaid interest.

**6.13 Setoffs and Recoupments.**

Each Post-Effective Date Debtor, or such entity's designee as instructed by such Post-Effective Date Debtor or the Plan Administrator, may, pursuant to section 553 of the Bankruptcy Code or applicable nonbankruptcy law, offset or recoup against any Allowed Claim, and the distributions to be made pursuant to the Plan on account of such Allowed Claim any and all claims, rights, and Causes of Action that a Post-Effective Date Debtor or its successors may hold against the holder of such Allowed Claim after the Effective Date to the extent such setoff or recoupment is either (a) agreed in amount among the relevant Post-Effective Date Debtor(s), and holder of the Allowed Claim or (b) otherwise adjudicated by the Bankruptcy Court or another court of competent jurisdiction; *provided*, that neither the failure to effect a setoff or recoupment nor the allowance of any Claim hereunder shall constitute a waiver or release by a Post-Effective Date Debtor or its successor of any claims, rights, or Causes of Action that a Post-Effective Date Debtor or its successor or assign may possess against such holder.

**6.14 Withholding and Reporting Requirements.**

(a) *Withholding Rights.* In connection with this Plan, any party issuing any instrument or making any Plan Distribution described in this Plan shall comply with all applicable tax withholding and reporting requirements imposed by any Governmental Unit, and all Plan Distributions pursuant to this Plan and all related agreements shall be subject to any such withholding or reporting requirements. Notwithstanding the foregoing, each holder of an Allowed Claim or any other Person that receives a Plan Distribution pursuant to this Plan shall have responsibility for any taxes imposed by any Governmental Unit, including, income, withholding, and other taxes, on account of such Plan Distribution. Any party issuing any instrument or making any Plan Distribution pursuant to this Plan has the right, but not the obligation, to not make a Plan Distribution until such holder has made arrangements satisfactory to such issuing or disbursing party for payment of any such tax obligations. Notwithstanding any provision in the Plan to the contrary, any party issuing any instrument or making any Plan Distribution pursuant to this Plan shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to

facilitate such distributions or establishing any other mechanisms they believe are reasonable and appropriate.

(b) *Forms.* Any party entitled to receive any property as an issuance or Plan Distribution under this Plan shall, upon reasonable request, deliver to the Plan Administrator or such other Person designated by the Plan Administrator (which entity shall subsequently deliver to the Plan Administrator or such other Person any applicable IRS Form W-8 or Form W-9 received) an appropriate Form W-9 or (if the payee is a non-U.S. Person) Form W-8, unless such Person is exempt under the Tax Code and so notifies the Plan Administrator or such other Person. If such request is made by the Plan Administrator or such other Person designated by the Plan Administrator and the holder fails to comply before the date that is 210 days after the request is made, the amount of such Plan Distribution shall irrevocably revert to the Debtors and any Claim in respect of such Plan Distribution shall be discharged and forever barred from assertion against any Debtor and its respective property.

#### **6.15 Claims Paid by Third Parties.**

The Plan Administrator shall reduce in full a Claim, and such Claim shall be Disallowed without a Claims objection having to be filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the holder of such Claim receives payment in full on account of such Claim from a party that is not the Debtors or the Post-Effective Date Debtors. If a holder of a Claim receives a Distribution from the Debtors or the Post-Effective Date Debtors on account of such Claim and also receives payment from a third party on account of such Claim, such holder shall, within fourteen (14) days of receipt thereof, repay or return the Plan Distribution to the Debtors or the Post-Effective Date Debtors, to the extent the holder's total recovery on account of such Claim from the third party and under this Plan exceeds the total Allowed amount of such Claim as of the date of any such Plan Distribution under this Plan. The failure of such holder to timely repay or return such Distribution shall result in the holder owing the Post-Effective Date Debtors interest on such amount owed for each Business Day after the 14-day grace period specified above until the amount is repaid.

#### **6.16 Claims Payable by Third Parties.**

No Distributions shall be made on account of an Allowed Claim that is payable pursuant to one of the insurance policies to which the Debtors' are a beneficiary until the holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy; *provided, however*, that this Section 6.16 shall not restrict Plan Distributions on an Allowed Claim that is Allowed in an amount that does not exceed an applicable self-insured retention or deductible amount under one or more such insurance policies. To the extent that one or more of the insurers agrees to satisfy a Claim in whole or in part, then immediately upon such insurers' satisfaction, such Claim may be expunged to the extent of any agreed upon satisfaction on the Claims register by the Plan Administrator without a Claims objection having to be filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

## **ARTICLE VII. PROCEDURES FOR DISPUTED CLAIMS.**

### **7.1 Allowance of Claims.**

Except as expressly provided in the Plan or in any order entered in the Chapter 11 Cases before the Effective Date (including the Confirmation Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed pursuant to the Plan or a Final Order, including the Confirmation Order (when it becomes a Final Order), Allowing such Claim. On and after the Effective Date, each of the Debtors or the Post-Effective Date Debtors shall have and retain any and all rights and defenses such Debtor had with respect to any Claim immediately before the Effective Date.

### **7.2 Claims Objections.**

Except insofar as a Claim is Allowed under the Plan, the Debtors or the Post-Effective Date Debtors (acting through the Plan Administrator), as applicable, shall be entitled to object to Claims. Except as otherwise expressly provided in the Plan and notwithstanding any requirements that may be imposed pursuant to Bankruptcy Rule 9019, after the Effective Date, the Post-Effective Date Debtors and the Plan Administrator shall have the authority (a) to file, withdraw, or litigate to judgment objections to Claims; (b) to settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court; and (c) to administer and adjust the Debtors' claims register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court.

### **7.3 Estimation of Claims.**

Before or after the Effective Date, the Debtors, the Post-Effective Date Debtors, and the Plan Administrator may at any time request that the Bankruptcy Court estimate any Disputed Claim that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party previously has objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim, including during the litigation of any objection to any Claim or during the appeal relating to such objection. In the event that the Bankruptcy Court estimates any Disputed, contingent, or unliquidated Claim, that estimated amount shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim for all purposes under the Plan (including for purposes of distributions), as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation of the amount of such Claim, the Debtors, the Post-Effective Date Debtors, or the Plan Administrator, as applicable, may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any holder of a Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such holder has filed a motion requesting the right to seek such reconsideration on or before 21 days after the date on which such Claim is estimated.

**7.4 Adjustment to Claims Register Without Objection.**

Any duplicate Claim or Interest or any Claim or Interest that has been paid or satisfied, or any Claim that has been amended or superseded, may be adjusted or expunged on the claims register by the Debtors or the Post-Effective Date Debtors (at the direction of the Plan Administrator) upon stipulation between the parties in interest without a Claims objection having to be filed and without any further notice or action, order, or approval of the Bankruptcy Court.

**7.5 Time to File Objections to Claims.**

Any objections to a Claim shall be filed on or before the date that is the later of (a) 180 days after the Effective Date and (b) such later date as may be fixed by the Bankruptcy Court, after notice and a hearing, upon a motion by the Post-Effective Date Debtors, as such deadline may be extended from time to time.

**7.6 Disallowance of Claims.**

Any Claims held by Entities from which property is recoverable under sections 542, 543, 550, or 553 of the Bankruptcy Code or that is a transferee of a transfer avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, shall be deemed Disallowed pursuant to section 502(d) of the Bankruptcy Code, and holders of such Claims may not receive any distributions on account of such Claims until such time as such Causes of Action against that Entity have been settled or a Bankruptcy Court order with respect thereto has been entered and all sums due, if any, to the Debtors by that Entity have been turned over or paid to the Debtors or the Post-Effective Date Debtors.

**7.7 Amendments to Claims.**

On or after the Effective Date, except as provided in the Plan or the Confirmation Order, a Claim may not be filed or amended without the prior authorization of the Bankruptcy Court, and the Post-Effective Date Debtors.

**7.8 No Distributions Pending Allowance.**

If an objection, motion to estimate, or other challenge to a Claim is filed, no payment or distribution provided under the Plan shall be made on account of such Claim unless and until (and only to the extent that) such Claim becomes an Allowed Claim.

**7.9 Distributions After Allowance.**

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the holder of such Allowed Claim in accordance with the provisions of the Plan. As soon as practicable after the date on which the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Plan Administrator shall provide to the holder of such Allowed Claim the distribution (if any) to which such holder is entitled under the Plan as of the Effective Date, without any interest to be paid on account of such Claim unless required by the Bankruptcy Code.



### **7.10 Claims Resolution Procedures Cumulative.**

All of the Claims and objection, estimation, and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved in accordance with the Plan or any mechanism approved by the Bankruptcy Court.

## **ARTICLE VIII. EXECUTORY CONTRACTS AND UNEXPIRED LEASES.**

### **8.1 General Treatment.**

(a) As of and subject to the occurrence of the Effective Date, all executory contracts and unexpired leases to which any of the Debtors are parties shall be deemed rejected, unless such contract or lease (i) was previously assumed or rejected by the Debtors pursuant to an order of the Bankruptcy Court; (ii) previously expired or terminated pursuant to its own terms or by agreement of the parties thereto; (iii) is the subject of a motion to assume filed by the Debtors on or before the Confirmation Date; (iv) is identified in Sections 8.4 or 8.5 of the Plan; or (v) is identified for assumption on the Schedule of Assumed Contracts included in the Plan Supplement, which Schedule of Assumed Contracts will identify executory contracts or unexpired leases for assumption and assignment to the Credit Bid Purchaser in accordance with the Credit Bid Purchase Agreement. To the extent the Decommissioning Agreement is an executory contract, it will be assumed and become the obligation of FWE I under the Plan of Merger.

(b) Subject to the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the assumptions, assignments and rejections provided for in the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code and a determination by the Bankruptcy Court that the Credit Bid Purchaser or Post-Effective Date Debtors, as applicable, have provided adequate assurance of future performance under such assumed executory contracts and unexpired leases. Each executory contract and unexpired lease assumed or assumed and assigned pursuant to the Plan shall vest in and be fully enforceable by the Credit Bid Purchaser or Post-Effective Date Debtors, as applicable, in accordance with its terms, except as modified by the provisions of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable law.

(c) To the maximum extent permitted by law, to the extent any provision in any executory contract or unexpired lease assumed pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption of such executory contract or unexpired lease (including any “change of control” provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such executory contract or unexpired lease or to exercise any other default-related rights with respect thereto.

(d) Subject to the terms of the Credit Bid Purchase Agreement, the Debtors reserve the right, on or before 5:00 p.m. (prevailing Central Time) on the date that is seven (7) days before the Confirmation Hearing, or such other time as may be agreed in writing between

the Debtors and the applicable counterparty, to amend the Schedule of Assumed Contracts to add or remove any executory contract or unexpired lease; *provided* that if the Confirmation Hearing is adjourned or continued, such amendment right shall be extended to 5:00 p.m. (prevailing Central Time) on the date that is seven (7) days before the rescheduled or continued Confirmation Hearing, and this provision shall apply in the case of any and all subsequent adjournments and continuances of the Confirmation Hearing; *provided, further* that, subject to the terms of the Credit Bid Purchase Agreement, the Debtors may amend the Schedule of Assumed Contracts to add or delete any executory contracts or unexpired leases after such date to the extent agreed with the relevant counterparties and entry of an order of the Bankruptcy Court.

## **8.2 Determination of Cure Amounts and Deemed Consent.**

(a) Any Cure Amount shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the Cure Amount, as reflected in the applicable cure notice, in Cash on the Effective Date in accordance with the terms of the Credit Bid Purchase Agreement or on such other terms as the parties to such executory contracts or unexpired leases and the Debtors may otherwise agree.

(b) The Debtors shall file, as part of the Plan Supplement, the Schedule of Assumed Contracts. At least ten (10) days before the Confirmation Hearing, the Debtors shall serve a notice on parties to executory contracts or unexpired leases to be assumed or assumed and assigned reflecting the Debtors' intention to potentially assume or assume and assign to the Credit Bid Purchaser in accordance with the terms of the Credit Bid Purchase Agreement the contract or lease in connection with this Plan or the Credit Bid Purchase Agreement and, where applicable, setting forth the proposed Cure Amount (if any). **Any objection by a counterparty to an executory contract or unexpired lease to the proposed assumption, assumption and assignment, or related Cure Amount must be filed, served, and actually received by the Debtors within ten (10) days of the service of the assumption notice, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court.** Any counterparty to an executory contract or unexpired lease that does not timely object to the notice of the proposed assumption of such executory contract or unexpired lease shall be deemed to have assented to assumption of the applicable executory contract or unexpired lease notwithstanding any provision thereof that purports to (i) prohibit, restrict, or condition the transfer or assignment of such contract or lease; (ii) terminate or modify, or permit the termination or modification of, a contract or lease as a result of any direct or indirect transfer or assignment of the rights of any Debtor under such contract or lease or a change, if any, in the ownership or control to the extent contemplated by the Plan; (iii) increase, accelerate, or otherwise alter any obligations or liabilities of any Debtor, or any Post-Effective Date Debtor, under such executory contract or unexpired lease; or (iv) create or impose a Lien upon any property or Asset of any Debtor, or Post-Effective Date Debtor, as applicable. Each such provision shall be deemed to not apply to the assumption of such executory contract or unexpired lease pursuant to the Plan and counterparties to assumed executory contracts or unexpired leases that fail to object to the proposed assumption in accordance with the terms set forth in this Section 8.2(b), shall forever be barred and enjoined from objecting to the proposed assumption or to the validity of such assumption (including with respect to any Cure Amounts or the provision of adequate assurance

of future performance), or taking actions prohibited by the foregoing or the Bankruptcy Code on account of transactions contemplated by the Plan.

(c) If there is an Assumption Dispute pertaining to assumption of an executory contract or unexpired lease (other than a dispute pertaining to a Cure Amount), such dispute shall be heard by the Bankruptcy Court before such assumption being effective; provided, that, subject to the terms of the Credit Bid Purchase Agreement, the Debtors or Post-Effective Date Debtors, as applicable, may settle any Assumption Dispute without any further notice to any party or any action, order, or approval of the Bankruptcy Court.

(d) To the extent an Assumption Dispute relates solely to the Cure Amount, subject to the terms of the Credit Bid Purchase Agreement, the Debtors may assume and/or assume and assign the applicable executory contract or unexpired lease before the resolution of the Assumption Dispute; *provided*, that the Post-Effective Date Debtors or Credit Bid Purchaser, as applicable shall be responsible to pay the determined amount to be Allowed by the Bankruptcy Court or otherwise agreed to by such non-Debtor party. The Debtors or Post-Effective Date Debtors, as applicable, subject to the terms of the Credit Bid Purchase Agreement, may settle any dispute regarding the Cure Amount or the nature thereof without any further notice to any party or any action, order, or approval of the Bankruptcy Court.

(e) Assumption or assumption and assignment of any executory contract or unexpired lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims against any Debtor or defaults by any Debtor, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed executory contract or unexpired lease at any time before the date that the Debtors assume or assume and assign such executory contract or unexpired lease. Any proofs of Claim filed with respect to an executory contract or unexpired lease that has been assumed or assumed and assigned shall be deemed Disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court or any other Person, upon the assumption of such executory contract or unexpired leases.

### **8.3 Rejection Damages Claims.**

**In the event that the rejection of an executory contract or unexpired lease hereunder results in damages to the other party or parties to such contract or lease, any Claim for such damages shall be classified and treated in Class 6B (General Unsecured Claims). A proof of such Claim must be filed with the Bankruptcy Court and served upon counsel for the Debtors, Post-Effective Date Debtor, or the Plan Administrator, as applicable, by the later of (i) thirty (30) days after the filing and service of the notice of the occurrence of the Effective Date; and (ii) thirty (30) days after entry of an Order rejecting such contract or lease if such contract or lease is the subject of a pending Assumption Dispute.**

#### **8.4 Survival of the Debtors' Indemnification Obligations.**

Notwithstanding anything in the Plan (including Section 10.3 of the Plan), any Indemnification Obligation to indemnify current and former officers, directors, members, managers, agents, or employees with respect to all present and future actions, suits, and proceedings against the Debtors or such officers, directors, members, managers, agents, or employees based upon any act or omission for or on behalf of the Debtors shall (a) remain in full force and effect, (b) not be discharged, impaired, or otherwise affected in any way, including by the Plan, the Plan Supplement, or the Confirmation Order, (c) not be limited, reduced or terminated after the Effective Date, and (d) survive unimpaired and unaffected irrespective of whether such Indemnification Obligation is owed for an act or event occurring before, on or after the Petition Date, *provided*, that the Post-Effective Date Debtors shall not indemnify officers, directors, members, or managers, as applicable, of the Debtors for any claims or Causes of Action that are not indemnified by such Indemnification Obligation. All such obligations shall be deemed and treated as executory contracts to be assumed by the Debtors under the Plan and shall continue as obligations of the Post-Effective Date Debtors. Any claim based on the Debtors' obligations under the Plan shall not be a Disputed Claim or subject to any objection, in either case, by reason of section 502(e)(1)(B) of the Bankruptcy Code.

#### **8.5 Insurance Policies.**

(a) All insurance policies to which any Debtor is a party as of the Effective Date, including any D&O Policy, shall be deemed to be and treated as executory contracts and shall be assumed by and vest in the applicable Debtors or the Post-Effective Date Debtors and shall continue in full force and effect thereafter in accordance with their respective terms. Coverage for defense and indemnity under the D&O Policy shall remain available to all individuals within the definition of "Insured" in any D&O Policy.

(b) In addition, after the Effective Date, the Post-Effective Date Debtors or Plan Administrator shall not terminate or otherwise reduce the coverage under any D&O Policy (including any "tail policy") in effect as of the Petition Date, and any current and former directors, officers, members, managers, agents or employees of any of the Debtors who served in such capacity at any time before the Effective Date shall be entitled to the full benefits of any such D&O Policy for the full term of such policy regardless of whether such members, managers, directors, and/or officers remain in such positions after the Effective Date to the extent set forth in such policies.

#### **8.6 Modifications, Amendments, Supplements, Restatements, or Other Agreements.**

Unless otherwise provided herein or by separate order of the Bankruptcy Court, each executory contract and unexpired lease that is assumed shall include any and all modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such executory contract or unexpired lease, without regard to whether such agreement, instruments, or other document is listed in any notices of assumed contracts.

## **8.7     Reservation of Rights.**

(a) Neither the exclusion nor the inclusion by the Debtors of any contract or lease on any exhibit, schedule, or other annex to the Plan or in the Plan Supplement, nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is or is not an executory contract or unexpired lease or that the Debtors or the Post-Effective Date Debtors or their respective affiliates has any liability thereunder.

(b) Except as explicitly provided in the Plan, nothing in the Plan shall waive, excuse, limit, diminish, or otherwise alter any of the defenses, claims, Causes of Action, or other rights of the Debtors or the Post-Effective Date Debtors under any executory or non-executory contract or unexpired or expired lease.

(c) Nothing in the Plan shall increase, augment, or add to any of the duties, obligations, responsibilities, or liabilities of the Debtors or the Post-Effective Date Debtors, as applicable, under any executory or non-executory contract or unexpired or expired lease.

(a) If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of its assumption under the Plan, the Debtors or the Post-Effective Date Debtors, as applicable, shall have thirty (30) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

## **ARTICLE IX.         CONDITIONS PRECEDENT TO OCCURRENCE OF EFFECTIVE DATE.**

### **9.1     Conditions Precedent to Effective Date.**

The Effective Date shall not occur unless all of the following conditions precedent have been satisfied or waived in accordance with the Plan:

- (a) the Plan Supplement has been filed;
- (b) the Bankruptcy Court shall have entered the Confirmation Order, which order shall be a Final Order;
- (c) the Definitive Documents shall be (i) consistent with the Restructuring Support Agreement and otherwise acceptable to the parties thereto consistent with their respective consent and approval rights as set forth in the Restructuring Support Agreement [and (ii) acceptable to the Prepetition FLFO Administrative Agent and the First Lien Exit Facility Agent solely to the extent provided and consistent with their consent and approval rights as set forth in this Plan;
- (d) the Restructuring Support Agreement shall not have been terminated and shall remain in full force and effect;

(e) all conditions precedent to the effectiveness of the Apache Definitive Documents shall have been satisfied or waived by the party having the right to waive the same;

(f) the Debtors shall have implemented the Restructuring Transactions and all other transactions contemplated by the Plan and the Restructuring Support Agreement in a manner consistent in all respects with the Plan and Restructuring Support Agreement;

(g) the Amended Organizational Documents shall become effective and in full force and effect as of the Effective Date;

(h) the NewCo Organizational Documents shall become effective and in full force and effect as of the Effective Date;

(i) the conditions precedent to the effectiveness of the First Lien Exit Facility Commitment Letter shall have been satisfied or duly waived in writing;

(j) the conditions precedent to the effectiveness of the Second Lien Backstop Commitment Letter shall have been satisfied or duly waived in writing;

(k) the conditions precedent to the effectiveness of the FLTL ERO Backstop Agreement shall have been satisfied or duly waived in writing;

(l) the conditions precedent to the effectiveness of the SLTL ERO Backstop Agreement shall have been satisfied or duly waived in writing

(m) the conditions precedent to the effectiveness of the First Lien Exit Facility (as determined in the First Lien Exit Facility Documents and the First Lien Exit Facility Commitment Letter) shall have been satisfied or duly waived in writing and the First Lien Exit Facility Lenders and the First Lien Exit Facility shall have closed substantially simultaneously with the effectiveness of the Plan;

(n) the conditions precedent to the effectiveness of the Second Lien Exit Facility (as determined in the Second Lien Exit Facility Documents and the Second Lien Backstop Commitment Letter) shall have been satisfied or duly waived in writing and the Second Lien Exit Facility Lenders and the Second Lien Exit Facility shall have closed substantially simultaneously with the effectiveness of the Plan;

(o) the New Intercreditor Agreement shall have been executed and delivered by each of the parties thereto;

(p) the Equity Rights Offerings shall have been consummated;

(q) the conditions precedent to the effectiveness of the Credit Bid Purchase Agreement shall have been satisfied or duly waived in writing in accordance with the terms of the Credit Bid Purchase Agreement and the Credit Bid Transaction Closing shall have occurred or will occur simultaneously with the effectiveness of the Plan, including, without limitation, payment of the New Money Consideration by Buyers to Sellers at Closing pursuant to the terms thereof;



(r) the Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings, or documents (other than any such authorization, consent, regulatory approval, ruling, or document that is customarily obtained or completed after assignment, conveyance or vesting of an applicable Asset) that, after giving effect to the entry of the Confirmation Order, are necessary to implement and effectuate the Plan, including Bankruptcy Court approval, and each of the other transactions contemplated by the Restructuring, and such authorizations, consents, regulatory approvals, rulings, or documents shall not be subject to unfulfilled conditions and shall be in full force and effect, and all applicable regulatory waiting periods shall have expired;

(s) no event of default under the DIP Documents shall have occurred or be continuing and an acceleration of the obligations or termination of the DIP Lenders' commitments under the DIP Documents shall not have occurred; and

(t) all Restructuring Expenses shall have been indefeasibly paid in full in accordance with Section 2.6.

## **9.2 Waiver of Conditions Precedent.**

(a) With the prior written consent of the Required DIP Lenders, the Requisite FLTL Lenders, the conditions precedent to the occurrence of the Effective Date set forth in Section 9.1 of the Plan may be waived, in whole or in part, by the Debtors, without leave of or order of the Bankruptcy Court; *provided that*, a waiver of the conditions precedent to the occurrence of the Effective Date set forth in Sections 9.1(c), (d), (e), and (f) of the Plan shall also require the prior written consent of the Apache PSA Parties; *provided, further*, that a waiver of any of the conditions precedent to the occurrence of the Effective Date in Section 9.1 above shall also require the prior written (i) consent of the Prepetition FLFO Administrative Agent and the Exit First Lien Agent for all conditions precedent other than Section 9.1(d),(r), and (s) and (ii) reasonable consent for the conditions precedent in Section 9.1(r) and (s); *provided, further*, that a waiver of the conditions precedent to the occurrence of the Effective Date set forth in Sections 9.1(l), (p) and (t) shall also require the prior written consent of the Requisite SLTL Lenders. If any such condition precedent is waived pursuant to this section and the Effective Date occurs, each party agreeing to waive such condition precedent shall be estopped from withdrawing such waiver after the Effective Date or otherwise challenging the occurrence of the Effective Date on the basis that such condition was not satisfied, the waiver of such condition precedent shall benefit from the "equitable mootness" doctrine, and the occurrence of the Effective Date shall foreclose any ability to challenge the Plan in any court. If the Plan is confirmed for fewer than all of the Debtors, only the conditions applicable to the Debtor or Debtors for which the Plan is confirmed must be satisfied or waived for the Effective Date to occur.

(b) Except as otherwise provided herein, all actions required to be taken on the Effective Date shall take place and shall be deemed to have occurred simultaneously and no such action shall be deemed to have occurred before the taking of any other such action.

(c) The stay of the Confirmation Order pursuant to Bankruptcy Rule 3020(e) shall be deemed waived by and upon the entry of the Confirmation Order, and the Confirmation Order shall take effect immediately upon its entry.

### **9.3 Effect of Failure of a Condition.**

If the conditions listed in Section 9.1 of the Plan are not satisfied or waived in accordance with Section 9.2 of the Plan on or before the Effective Date, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall (a) constitute a waiver or release of any Claims by or against or any Interests in the Debtors, (b) prejudice in any manner the rights of any Person, or (c) constitute an admission, acknowledgement, offer, or undertaking by the Debtors, any Consenting Creditors, or any other Person.

## **ARTICLE X. EFFECT OF CONFIRMATION.**

### **10.1 Binding Effect.**

Except as otherwise provided in section 1141(d)(3) of the Bankruptcy Code, and subject to the occurrence of the Effective Date, on and after the entry of the Confirmation Order, the provisions of the Plan shall bind every holder of a Claim against or Interest in any Debtor and inure to the benefit of and be binding on such holder's respective successors and assigns, regardless of whether the Claim or Interest of such holder is Impaired under the Plan and whether such holder has accepted the Plan.

### **10.2 Vesting of Assets.**

Except as otherwise provided in the Plan, the Confirmation Order, or any Plan Supplement, on and after the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all Assets of the Estates, including all claims, rights, and Causes of Action and any property acquired by the Debtors or the Post-Effective Date Debtors during the Chapter 11 Cases or under or in connection with the Plan shall vest in each respective Post-Effective Date Debtor free and clear of all Claims, Liens, charges, other encumbrances, and interests (other than any and all Liens securing the FLFO Claims or the obligations under the First Lien Exit Facility). Subject to the terms of the Plan, on and after the Effective Date, the Post-Effective Date Debtors and Plan Administrator may operate their businesses and may use, acquire, and dispose of property and prosecute, compromise, or settle any Claims (including any Administrative Expense Claims) and Causes of Action without notice to, supervision of or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules other than restrictions expressly imposed by the Plan or the Confirmation Order. Without limiting the foregoing, the Post-Effective Date Debtors may pay the charges that they incur on or after the Confirmation Date for Professional Persons' fees, disbursements, expenses, or related support services without application to the Bankruptcy Court.

### **10.3 Discharge of Claims Against and Interests in Debtors.**

Upon the Effective Date, except as otherwise expressly provided in the Plan or in the Confirmation Order, the distributions, rights and treatment to be made under the Plan, shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on

Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their Assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, any obligations incurred in connection with or related to bonds and letters of credit (and any related agreements) issued before the Petition Date on behalf of the Debtors, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (a) a proof of claim based upon such debt or right is filed or deemed filed pursuant to section 501 of the Bankruptcy Code; (b) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (c) the holder of such a Claim or Interest has accepted the Plan. Any default or “event of default” by the Debtors or affiliates with respect to any Claim or Interest that existed immediately before or on account of the filing of the Chapter 11 Cases shall be deemed cured (and no longer continuing) as of the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Effective Date occurring.

Each holder (as well as any trustee or agent on behalf of such holder) of a Claim or Interest, and any affiliate of such holder, shall be deemed to have forever waived, released, and discharged the Debtors, to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, Interests, rights, and liabilities that arose before the Effective Date. Except as otherwise provided in the Plan, upon the Effective Date, all such holders of Claims and Interests and their affiliates shall be forever precluded and enjoined, pursuant to sections 105, 524, and 1141 of the Bankruptcy Code, from prosecuting or asserting any such discharged Claim against or terminated Interest in any Debtor or any Post-Effective Date Debtor

#### **10.4 Pre-Confirmation Injunctions and Stays.**

Unless otherwise provided in the Plan or a Final Order of the Bankruptcy Court, all injunctions and stays arising under or entered during the Chapter 11 Cases, whether under sections 105 or 362 of the Bankruptcy Code or otherwise, and in existence on the date of entry of the Confirmation Order, shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay.

#### **10.5 Injunction Against Interference With Plan.**

Except as otherwise provided in the Plan or in the Confirmation Order, upon the entry of the Confirmation Order, all holders of Claims and Interests and all other parties in interest, along with their respective present and former affiliates, employees, agents, officers, directors, and principals, shall be enjoined from taking any action to interfere with the implementation or the occurrence of the Effective Date.

## 10.6 Plan Injunction.

(a) Except as otherwise provided in the Plan or in the Confirmation Order, from and after the Effective Date, all Persons who have held, hold, or may hold Claims or Interests, and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, are, with respect to any such Claim or Interest, permanently enjoined after the entry of the Confirmation Order from: (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative, or other forum) against or affecting, directly or indirectly, a Debtor, a Post-Effective Date Debtor, or an Estate or the property of any of the foregoing, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (i) or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering in any manner or by any means, whether directly or indirectly, any judgment, award, decree, or order against a Debtor, a Post-Effective Date Debtor, or an Estate or its property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (ii) or any property of any such transferee or successor; (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against a Debtor, a Post-Effective Date Debtor, or an Estate or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this subsection (iii) or any property of any such transferee or successor; (iv) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan to the full extent permitted by applicable law; and (v) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan; *provided*, that nothing contained in the Plan shall preclude such Persons who have held, hold, or may hold Claims against, or Interests in, a Debtor, a Post-Effective Date Debtor, or an Estate from exercising their rights and remedies, or obtaining benefits, pursuant to and consistent with the terms of the Plan.

(b) By accepting distributions pursuant to the Plan, each holder of an Allowed Claim or Interest shall be deemed to have affirmatively and specifically consented to be bound by the Plan, including the injunctions set forth in Section 10.6 of the Plan.

## 10.7 Releases.

(a) **RELEASES BY THE DEBTORS.** AS OF THE EFFECTIVE DATE, EXCEPT FOR THE RIGHTS AND REMEDIES THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN, THE CONFIRMATION ORDER, THE OBLIGATIONS CONTEMPLATED BY THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE APACHE DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE CREDIT BID PURCHASE AGREEMENT, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENTS, THE EXIT FACILITY DOCUMENTS, AND THE RESTRUCTURING TRANSACTIONS, ON AND AFTER THE EFFECTIVE DATE, THE RELEASED

PARTIES WILL BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED, BY THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, AND THE ESTATES, IN EACH CASE ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, AND REPRESENTATIVES AND ANY AND ALL OTHER PERSONS THAT MAY PURPORT TO ASSERT ANY CAUSE OF ACTION DERIVATIVELY, BY OR THROUGH THE FOREGOING PERSONS, FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, AND CAUSES OF ACTION, LOSSES, REMEDIES, OR LIABILITIES WHATSOEVER (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, OR THE ESTATES), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ACCRUED OR UNACCRUED, EXISTING OR HEREINAFTER ARISING, WHETHER IN LAW OR EQUITY, WHETHER SOUNDING IN TORT OR CONTRACT, WHETHER ARISING UNDER FEDERAL OR STATE STATUTORY OR COMMON LAW, OR ANY OTHER APPLICABLE INTERNATIONAL, FOREIGN, OR DOMESTIC LAW, RULE, STATUTE, REGULATION, TREATY, RIGHT, DUTY, REQUIREMENTS OR OTHERWISE THAT THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, THE ESTATES, OR THEIR AFFILIATES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE CHAPTER 11 CASES, THE RESTRUCTURING, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE POST-EFFECTIVE DATE DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING OF CLAIMS AND INTERESTS BEFORE OR DURING THE CHAPTER 11 CASES, THE NEGOTIATION, FORMULATION, PREPARATION, OR CONSUMMATION OF THE PLAN, THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE CREDIT BID PURCHASE AGREEMENT, THE EXIT FACILITY DOCUMENTS, THE APACHE DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENTS, THE DECOMMISSIONING AGREEMENT, OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS RELATING THERETO, OR THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, IN ALL CASES BASED UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE.



ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN SECTION 10.7(a) OF THE PLAN (the "DEBTOR RELEASES"), WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE DEBTOR RELEASES ARE: (I) IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, (II) ESSENTIAL TO THE CONFIRMATION OF THE PLAN, (III) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE RELEASED CLAIMS RELEASED BY THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS AND THE ESTATES, (IV) IN THE BEST INTERESTS OF THE DEBTORS, THE ESTATES AND ALL HOLDERS OF CLAIMS AND INTERESTS, (V) FAIR, EQUITABLE AND REASONABLE, (VI) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND (VII) A BAR TO ANY OF THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, OR THE ESTATES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE DEBTOR RELEASE.

(b) RELEASES BY HOLDERS OF CLAIMS AND INTERESTS. AS OF THE EFFECTIVE DATE, EXCEPT FOR THE RIGHTS AND REMEDIES THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN, THE CONFIRMATION ORDER, THE OBLIGATIONS CONTEMPLATED BY THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE APACHE DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE CREDIT BID PURCHASE AGREEMENT, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENTS, THE EXIT FACILITY DOCUMENTS, AND THE RESTRUCTURING TRANSACTIONS, ON AND AFTER THE EFFECTIVE DATE, THE RELEASED PARTIES WILL BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED BY THE RELEASING PARTIES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, AS SUCH LAW MAY BE EXTENDED SUBSEQUENT TO THE EFFECTIVE DATE BY THE RELEASING PARTIES, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, OR THEIR ESTATES, INCLUDING ANY CAUSES OF ACTION ARISING UNDER CHAPTER 5 OF THE BANKRUPTCY CODE), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ASSERTED OR UNASSERTED, ACCRUED OR UNACRUED, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT, OR OTHERWISE BY STATUTE, WHETHER ARISING UNDER FEDERAL OR STATE, STATUTORY OR COMMON LAW, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS, OR ANY OTHER APPLICABLE INTERNATIONAL, FOREIGN, OR DOMESTIC LAW, RULE STATUTE, REGULATION, TREATY, RIGHT, DUTY, REQUIREMENT OR OTHERWISE, THAT THE RELEASING PARTIES OR THEIR



ESTATES, AFFILIATES, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS, MANAGERS, ACCOUNTANTS, ATTORNEYS, REPRESENTATIVES, CONSULTANTS, AGENTS, AND ANY OTHER PERSONS CLAIMING UNDER OR THROUGH THEM WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, OR THEIR ESTATES, THE CHAPTER 11 CASES, THE RESTRUCTURING, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE POST-EFFECTIVE DATE DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS OR INTERACTIONS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING, THE RESTRUCTURING OF ANY CLAIMS OR INTERESTS BEFORE OR DURING THE CHAPTER 11 CASES, THE NEGOTIATION, FORMULATION, PREPARATION, OR CONSUMMATION OF THE PLAN, THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE CREDIT BID PURCHASE AGREEMENT, THE EXIT FACILITY DOCUMENTS, THE APACHE DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENTS, THE DECOMMISSIONING AGREEMENT OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS, RELATING THERETO, OR THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, IN ALL CASES BASED UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCES TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE.

ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN SECTION 10.7(B) OF THE PLAN (THE "THIRD-PARTY RELEASE"), WHICH INCLUDES, BY REFERENCE, EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND, FURTHERMORE, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD-PARTY RELEASE IS (I) CONSENSUAL, (II) ESSENTIAL TO THE CONFIRMATION OF THE PLAN, (III) GIVEN IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, (IV) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD-PARTY RELEASE, (V) IN THE BEST INTERESTS OF THE DEBTORS AND THEIR ESTATES, (VI) FAIR, EQUITABLE AND REASONABLE, (VII) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND (VIII) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD-PARTY RELEASE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION 10.7(B) OF THE PLAN, NO PARTY SHALL BE RELEASED TO THE EXTENT SUCH RELEASE WOULD IMPAIR THE DECOMMISSIONING SECURITY OR THE APACHE PSA PARTIES' ABILITY TO DRAW ON THE DECOMMISSIONING SECURITY, IN ANY RESPECT. FOR THE AVOIDANCE OF DOUBT, ANY AND ALL CLAIMS THE APACHE PSA PARTIES MAY HAVE AGAINST FWE I RELATED TO THE DECOMMISSIONING AGREEMENT ARISING POST-EFFECTIVE DATE AND ANY SECURITY OBTAINED, PROVIDED, OR PLEDGED IN CONNECTION WITH THE DECOMMISSIONING AGREEMENT WILL BE PRESERVED AND ANY AND ALL CLAIMS FWE I MAY HAVE AGAINST THE APACHE PSA PARTIES RELATED TO THE DECOMMISSIONING AGREEMENT ARISING POST-EFFECTIVE DATE AND THE DECOMMISSIONING SECURITY WILL BE PRESERVED.

(c) *Release of Liens.* Except as otherwise specifically provided in the Plan (including all Liens securing the FLFO Claims or the First Lien Exit Facility) or in any contract, instrument, release, or other agreement or document contemplated under or executed in connection with the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is secured and Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the estates shall be fully released and discharged, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Post-Effective Date Debtors and their successors and assigns, in each case, without any further approval or order of the Bankruptcy Court and without any action or filing being required to be made by the Debtors. For the avoidance of doubt, all liens and encumbrances on, interests in, and claims against the Legacy Apache Properties (as defined in the Apache Term Sheet) and the other FWE I Assets (as defined in Part A of Schedule I of the Plan of Merger) held by the Prepetition FLFO Secured Parties, Prepetition FLTL Lenders, and Prepetition SLTL Lenders shall be released, discharged, and of no further force or effect as of the Effective Date.

#### 10.8 Exculpation.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE RIGHTS THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN, THE CONFIRMATION ORDER AND THE OBLIGATIONS CONTEMPLATED BY THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE APACHE DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE CREDIT BID PURCHASE AGREEMENT, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EXIT FACILITY DOCUMENTS, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENTS, AND THE RESTRUCTURING TRANSACTIONS, NO EXCULPATED PARTY WILL HAVE OR INCUR, AND EACH EXCULPATED PARTY WILL BE RELEASED AND EXCULPATED FROM, ANY CLAIM, OBLIGATION, SUIT, JUDGMENT, DAMAGE, DEMAND, DEBT, RIGHT, REMEDY LOSS, LIABILITY AND

CAUSE OF ACTION IN CONNECTION WITH OR ARISING OUT OF THE ADMINISTRATION OF THE CHAPTER 11 CASES; THE NEGOTIATION AND PURSUIT OF THE DIP FACILITY, THE CREDIT BID PURCHASE AGREEMENT, THE NEW MONEY INVESTMENT, THE EXIT FACILITY DOCUMENTS, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENTS, THE APACHE DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE DISCLOSURE STATEMENT, THE RESTRUCTURING, THE PLAN (INCLUDING THE PLAN SUPPLEMENT), AND ALL DOCUMENTS RELATING TO THE FOREGOING, OR THE SOLICITATION OF VOTES FOR, OR CONFIRMATION OF, THE PLAN; THE FUNDING OF THE PLAN; THE OCCURRENCE OF THE EFFECTIVE DATE; THE ADMINISTRATION OF THE PLAN OR THE PROPERTY TO BE DISTRIBUTED UNDER THE PLAN; THE ISSUANCE OF SECURITIES UNDER OR IN CONNECTION WITH THE PLAN; THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE POST-EFFECTIVE DATE DEBTORS; OR THE TRANSACTIONS IN FURTHERANCE OF ANY OF THE FOREGOING; OTHER THAN CLAIMS OR CAUSES OF ACTION ARISING OUT OF OR RELATED TO ANY ACT OR OMISSION OF AN EXCULPATED PARTY THAT CONSTITUTES INTENTIONAL FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE AS DETERMINED BY A FINAL ORDER, BUT IN ALL RESPECTS SUCH PERSONS WILL BE ENTITLED TO REASONABLY RELY UPON THE ADVICE OF COUNSEL WITH RESPECT TO THEIR DUTIES AND RESPONSIBILITIES PURSUANT TO THE PLAN. THE EXCULPATED PARTIES HAVE ACTED IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE WITH REGARD TO THE SOLICITATION OF THE PLAN AND, THEREFORE, ARE NOT, AND ON ACCOUNT OF SUCH DISTRIBUTIONS WILL NOT BE, LIABLE AT ANY TIME FOR THE VIOLATION OF ANY APPLICABLE LAW, RULE, OR REGULATION GOVERNING THE SOLICITATION OF ACCEPTANCES OR REJECTIONS OF THE PLAN OR SUCH DISTRIBUTIONS MADE PURSUANT TO THE PLAN. THE EXCULPATION WILL BE IN ADDITION TO, AND NOT IN LIMITATION OF, ALL OTHER RELEASES, INDEMNITIES, EXCULPATIONS, AND ANY OTHER APPLICABLE LAW OR RULES PROTECTING SUCH EXCULPATED PARTIES FROM LIABILITY.

#### **10.9 Injunction Related to Releases and Exculpation.**

The Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or entity, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, or liabilities released pursuant to the Plan, including the claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities released or exculpated in the Plan or the Confirmation Order.

#### **10.10 Subordinated Securities Claims.**

The allowance, classification, and treatment of all Allowed Claims and Interests and the respective distributions and treatments thereof under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, sections 510(a), 510(b), or 510(c) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtors reserve the right to reclassify any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

#### **10.11 Retention of Causes of Action and Reservation of Rights.**

(a) Except as otherwise provided in the DIP Order or Plan, including Sections 10.5, 10.6, 10.7, 10.8 and 10.9, nothing contained in the Plan or the Confirmation Order shall be deemed to be a waiver or relinquishment of any rights, claims, Causes of Action, rights of setoff or recoupment, or other legal or equitable defenses that the Debtors had immediately before the Effective Date on behalf of the Estates or of themselves in accordance with any provision of the Bankruptcy Code or any applicable nonbankruptcy law. The Post-Effective Date Debtors shall have, retain, reserve, and be entitled to assert all such claims, Causes of Action, rights of setoff or recoupment, and other legal or equitable defenses as fully as if the Chapter 11 Cases had not been commenced, and all of the Debtors' legal and equitable rights in respect of any Unimpaired Claim may be asserted after the Confirmation Date and Effective Date to the same extent as if the Chapter 11 Cases had not been commenced.

(b) Notwithstanding Section 10.11(a), on the Effective Date, the Post-Effective Date Debtors shall be deemed to have released all preference actions pursuant to section 547 of the Bankruptcy Code against the holders of Unsecured Trade Claims and General Unsecured Claims (in each case, solely in their capacity as holders of Unsecured Trade Claims and General Unsecured Claims, as applicable).

#### **10.12 Ipso Facto and Similar Provisions Ineffective.**

Any term of any prepetition policy, prepetition contract, or other prepetition obligation applicable to a Debtor shall be void and of no further force or effect with respect to any Debtor to the extent that such policy, contract, or other obligation is conditioned on, creates an obligation of the Debtor as a result of, or gives rise to a right of any entity based on any of the following: (a) the insolvency or financial condition of a Debtor; (b) the commencement of the Chapter 11 Cases; (c) the confirmation or consummation of the Plan, including any change of control that shall occur as a result of such consummation; or (d) the Restructuring.

#### **10.13 Indemnification and Reimbursement Obligations.**

For purposes of the Plan, (a) Indemnification Obligations to current and former directors, officers, members, managers, agents or employees of any of the Debtors who served in such capacity before, on or subsequent to the Petition Date shall be assumed by the Post-Effective Date Debtors and (b) Indemnification Obligations of the Debtors arising from services as current and former directors, officers, members, managers, agents or employees of any of the

Debtors who served in such capacity during the period from and after the Petition Date shall be Administrative Expense Claims. In addition, after the Effective Date, the Post-Effective Date Debtors shall not terminate or otherwise reduce the coverage under any current and former directors', officers', members', managers', agents' or employees' insurance policies (including any "tail policy") in effect as of the Petition Date, and all current and former directors, officers, members, managers, agents or employees of any of the Debtors who served in such capacity at any time before the Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy regardless of whether such members, managers, directors, and/or officers remain in such positions after the Effective Date to the extent set forth in such policies.

## **ARTICLE XI. RETENTION OF JURISDICTION.**

### **11.1 Retention of Jurisdiction.**

Pursuant to sections 105(c) and 1142 of the Bankruptcy Code and notwithstanding entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction, pursuant to 28 U.S.C. §§ 1334 and 157, over all matters arising in or related to the Chapter 11 Cases for, among other things, the following purposes:

(a) to hear and determine motions and/or applications for the assumption or rejection of executory contracts or unexpired leases and any disputes over Cure Amounts resulting therefrom;

(b) to determine any motion, adversary proceeding, application, contested matter, and other litigated matter pending on or commenced after the entry of the Confirmation Order;

(c) to hear and resolve any disputes arising from or related to (i) any orders of the Bankruptcy Court granting relief under Bankruptcy Rule 2004 or (ii) any protective orders entered by the Bankruptcy Court in connection with the foregoing;

(d) to ensure that distributions to holders of Allowed Claims are accomplished as provided in the Plan and the Confirmation Order and to adjudicate any and all disputes arising from or relating to distributions under the Plan;

(e) to consider Claims or the allowance, classification, priority, compromise, estimation, or payment of any Claim, including any Administrative Expense Claim;

(f) to enter, implement, or enforce such orders as may be appropriate in the event that the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;

(g) to issue and enforce injunctions, enter and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any Person

or other Entity with the consummation, implementation, or enforcement of the Plan, the Confirmation Order, or any other order of the Bankruptcy Court;

(h) to hear and determine any application to modify the Plan in accordance with section 1127 of the Bankruptcy Code to remedy any defect or omission or reconcile any inconsistency in the Plan, the Disclosure Statement, or any order of the Bankruptcy Court, including the Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;

(i) to hear and determine all Fee Claims;

(j) to resolve disputes concerning any reserves with respect to Disputed Claims or the administration thereof;

(k) to hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan, the Confirmation Order, any transactions or payments in furtherance of either, or any agreement, instrument, or other document governing or related to any of the foregoing;

(l) to take any action and issue such orders, including any such action or orders as may be necessary after entry of the Confirmation Order or the occurrence of the Effective Date, as may be necessary to construe, enforce, implement, execute, and consummate the Plan, including any release, exculpation, or injunction provisions set forth in the Plan, following the occurrence of the Effective Date;

(m) to determine such other matters and for such other purposes as may be provided in the Confirmation Order;

(n) to hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code (including any requests for expedited determinations under section 505(b) of the Bankruptcy Code);

(o) to hear and determine any other matters related to the Chapter 11 Cases and not inconsistent with the Bankruptcy Code or title 28 of the United States Code;

(p) to resolve any disputes concerning whether a Person or entity had sufficient notice of the Chapter 11 Cases, the Disclosure Statement, any solicitation conducted in connection with the Chapter 11 Cases, any bar date established in the Chapter 11 Cases, or any deadline for responding or objecting to a Cure Amount, in each case, for the purpose for determining whether a Claim or Interest is discharged hereunder or for any other purpose;

(q) to hear and determine any rights, Claims, or Causes of Action held by or accruing to the Debtors pursuant to the Bankruptcy Code or pursuant to any federal statute or legal theory;

(r) to recover all Assets of the Debtors and property of the Estates, wherever located;



(s) to hear and determine matters related to the DIP Facility and the DIP Order; and

(t) to enter a final decree closing each of the Chapter 11 Cases.

Notwithstanding anything in this Article XI to the contrary, as of the Effective Date, the Exit Facility Documents and any other documents related thereto, including the New Intercreditor Agreement, shall be governed by the jurisdictional provisions therein and the Bankruptcy Court shall not retain jurisdiction with respect thereto.

## **ARTICLE XII. MISCELLANEOUS PROVISIONS.**

### **12.1 Payment of Statutory Fees**

On the Effective Date and thereafter as may be required, the Debtors or the Post-Effective Date Debtors, as applicable, shall pay all Statutory Fees that are due and payable, together with interest, if any, pursuant to § 3717 of title 31 of the United States Code for each Debtor's case. The obligations under this Section 12.1 shall remain for each Debtor until such time as a final decree is entered closing the Chapter 11 Case for such Debtor, a Final Order converting such Debtor's Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code is entered, or a Final Order dismissing such Debtor's Chapter 11 Case is entered.

### **12.2 Exemption from Certain Transfer Taxes.**

Pursuant to and to the fullest extent permitted by section 1146 of the Bankruptcy Code, (a) the issuance, transfer or exchange of any securities, instruments or documents, (b) the creation of any Lien, mortgage, deed of trust or other security interest, (c) all sale transactions consummated by the Debtors and approved by the Bankruptcy Court on and after the Confirmation Date through and including the Effective Date, including any transfers effectuated under the Plan, (d) any assumption, assignment, or sale by the Debtors of their interests in unexpired leases of nonresidential real property or executory contracts pursuant to section 365(a) of the Bankruptcy Code, (e) the grant of collateral under the Standby Loan Agreement and (f) the issuance, renewal, modification or securing of indebtedness by such means, and the making, delivery or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including the Confirmation Order, shall not be subject to any document recording tax, stamp tax, conveyance fee or other similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, sales tax, use tax or other similar tax or governmental assessment. Consistent with the foregoing, each recorder of deeds or similar official for any county, parish, city or Governmental Unit in which any instrument hereunder is to be recorded shall, pursuant to the Confirmation Order, be ordered and directed to accept such instrument without requiring the payment of any filing fees, documentary stamp tax, deed stamps, stamp tax, transfer tax, intangible tax or similar tax.

### **12.3 Request for Expedited Determination of Taxes.**

The Debtors shall have the right to request an expedited determination under section 505(b) of the Bankruptcy Code with respect to tax returns filed, or to be filed, for any and all taxable periods ending after the Petition Date through the Effective Date.

### **12.4 Dates of Actions to Implement Plan.**

In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on or as soon as reasonably practicable after the next succeeding Business Day but shall be deemed to have been completed as of the required date.

### **12.5 Amendments.**

(a) Plan Modifications. Subject to (i) the consent rights set forth in the Restructuring Support Agreement, (ii) the reasonable consent of the Creditors' Committee solely to the extent that it adversely impacts the holders of General Unsecured Claims or Unsecured Trade Claims and (iii) the reasonable consent of the Prepetition FLFO Administrative Agent, the Plan may be amended, modified, or supplemented by the Debtors in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by law, without additional disclosure pursuant to section 1125 of the Bankruptcy Code, except as otherwise ordered by the Bankruptcy Court. In addition, after the Confirmation Date, so long as such action does not materially and adversely affect the treatment of holders of Allowed Claims pursuant to the Plan, the Debtors, with (i) the consent of the Required DIP Lenders, and the Requisite FLTL Lenders, (ii) the reasonable consent of the Creditors' Committee solely to the extent that it adversely impacts the holders of General Unsecured Claims or Unsecured Trade Claims, and (iii) the reasonable consent of the Prepetition FLFO Administrative Agent, may remedy any defect or omission or reconcile any inconsistencies in the Plan or the Confirmation Order with respect to such matters as may be necessary to carry out the purposes of effects of the Plan, and any holder of a Claim or Interest that has accepted the Plan shall be deemed to have accepted the Plan as amended, modified, or supplemented. The Debtors, subject to (i) the consent of the Required DIP Lenders and the Requisite FLTL Lenders and (ii) the applicable consent rights of the Prepetition FLFO Administrative Agent, shall have the right to amend the documents contained in, and exhibits to, the Plan Supplement in accordance with the terms of the Plan and the Restructuring Support Agreement or the First Lien Exit Facility Commitment Letter, as applicable, through the Effective Date.

(b) Certain Technical Amendments. Before the Effective Date, the Debtors, subject to the consent rights set forth in the Restructuring Support Agreement, may make appropriate technical adjustments and modifications to the Plan without further order or approval of the Bankruptcy Court.

### **12.6 Revocation or Withdrawal of Plan.**

The Debtors reserve the right to revoke or withdraw the Plan before the Effective Date as to any or all of the Debtors. If, with respect to a Debtor, the Plan has been revoked or withdrawn before the Effective Date, or if confirmation or the occurrence of the Effective Date

as to such Debtor does not occur on the Effective Date, then, with respect to such Debtor: (a) the Plan shall be null and void in all respects; (b) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount any Claim or Interest or Class of Claims or Interests), assumption or rejection of executory contracts or unexpired leases affected by the Plan, and any document or agreement executed pursuant to the Plan shall be deemed null and void; and (c) nothing contained in the Plan shall (i) constitute a waiver or release of any Claim by or against, or any Interest in, such Debtor or any other Person; (ii) prejudice in any manner the rights of such Debtor or any other Person; or (iii) constitute an admission of any sort by any Debtor or any other Person.

#### **12.7 Severability.**

If, before the entry of the Confirmation Order, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtors shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation by the Bankruptcy Court, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with this section, is (a) valid and enforceable pursuant to its terms, (b) integral to the Plan and may not be deleted or modified without the consent of the Debtors or the Post-Effective Date Debtors (as the case may be) and (c) nonseverable and mutually dependent.

#### **12.8 Governing Law.**

Except to the extent that the Bankruptcy Code or other federal law is applicable or to the extent that a Plan Supplement document provides otherwise, the rights, duties, and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Texas, without giving effect to the principles of conflicts of laws thereof.

#### **12.9 Immediate Binding Effect.**

Notwithstanding Bankruptcy Rules 3020(e), 6004(h), 7062, or otherwise, upon the occurrence of the Effective Date, the terms of the Plan shall be immediately effective and enforceable and deemed binding upon and inure to the benefit of the Debtors, the Post-Effective Date Debtors, the holders of Claims and Interests, the Released Parties, and each of their respective successors and assigns.

#### **12.10 Successors and Assigns.**

The rights, benefits, and obligations of any Person named or referred to in the Plan shall be binding on and shall inure to the benefit of any heir, executor, administrator, successor, or permitted assign, if any, of each such Person.

**12.11 Entire Agreement.**

On the Effective Date, the Plan, the Plan Supplement, and the Confirmation Order shall supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

**12.12 Computing Time.**

In computing any period of time prescribed or allowed by the Plan, unless otherwise set forth in the Plan or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

**12.13 Exhibits to Plan.**

All exhibits, schedules, supplements, and appendices to the Plan (including any other documents to be executed, delivered, assumed, or performed in connection with the occurrence of the Effective Date) are incorporated into and are a part of the Plan as if set forth in full in the Plan.

**12.14 Notices.**

All notices, requests, and demands hereunder shall be in writing (including by facsimile or email transmission) and, unless otherwise provided herein, shall be deemed to have been duly given or made only when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

(a) If to the Debtors:

Fieldwood Energy LLC  
2000 W. Sam Houston Parkway, S. Suite 1200  
Houston, Texas 77042  
Attention: Michael Dane and Thomas R. Lamme

– and –

WEIL, GOTSHAL & MANGES LLP  
767 Fifth Avenue  
New York, New York 10153  
Attn: Matthew S. Barr, Esq., Alfredo R. Pérez, Esq., and Jessica Liou, Esq.  
Telephone: (212) 310-8000  
Facsimile: (212) 310-8007

*Attorneys for the Debtors*

(b) If to the DIP Lenders or FLTL Lenders:

DAVIS POLK & WARDWELL LLP

450 Lexington Avenue  
New York, NY 10017  
Attn: Damian Schaible, Esq. and Natasha Tsiouris, Esq.  
Telephone: (212) 450-4000  
Facsimile: (212) 701-5800

(c) If to the Post-Effective Date Debtors:

[Plan Administrator]  
[Plan Administrator Address]

– and –

WEIL, GOTSHAL & MANGES LLP  
767 Fifth Avenue  
New York, New York 10153  
Attn: Matthew S. Barr, Esq., Alfredo R. Pérez, Esq., and Jessica Liou, Esq.  
Telephone: (212) 310-8000  
Facsimile: (212) 310-8007

*Attorneys for Post-Effective Date Debtors*

A notice is deemed to be given and received (a) if sent by first-class mail, personal delivery, or courier, on the date of delivery if it is a Business Day and the delivery was made before 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day, or (b) if sent by electronic mail, when the sender receives an email from the recipient acknowledging receipt; *provided* that an automatic “read receipt” does not constitute acknowledgment of an email for purposes of this Section. Any party may change its address for service from time to time by providing a notice in accordance with the foregoing. Any element of a party’s address that is not specifically changed in a notice will be assumed not to be changed.

After the occurrence of the Effective Date, the Post-Effective Date Debtors and Plan Administrator have authority to send a notice to entities that to continue to receive documents pursuant to Bankruptcy Rule 2002, such entities must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002; *provided*, that the U.S. Trustee need not file such a renewed request and shall continue to receive documents without any further action being necessary. After the occurrence of the Effective Date, the Post-Effective Date Debtors are authorized to limit the list of entities receiving documents pursuant to Bankruptcy Rule 2002 to the U.S. Trustee and those entities that have filed such renewed requests.

### **12.15 Reservation of Rights.**

Except as otherwise provided herein, the Plan shall be of no force or effect unless the Bankruptcy Court enters the Confirmation Order. None of the filing of the Plan, any statement or provision of the Plan, or the taking of any action by the Debtors with respect to the Plan shall be or shall be deemed to be an admission or waiver of any rights of (a) the Debtors

with respect to any Claims or Interests before the Effective Date or (b) any holder of a Claim or Interest or other entity before the Effective Date.

**12.16 Dissolution of Creditors' Committee.**

On the Effective Date, the Creditors' Committee shall dissolve, and the members thereof shall be released and discharged from all rights and duties arising from, or related to, the Chapter 11 Cases, provided that following the Effective Date, the Creditors' Committee shall continue in existence and have standing and a right to be heard for the following limited purposes: (a) Claims and/or applications, and any relief related thereto, for compensation by Professional Persons retained in the Chapter 11 Cases pursuant to sections 327, 328, 329, 330, 331, 503(b), or 1103 of the Bankruptcy Code and requests for allowance of Administrative Expense Claims for substantial contribution pursuant to section 503(b)(3)(D) of the Bankruptcy Code; and (b) any appeals of the Confirmation Order or other appeals to which the Creditors' Committee is a party.

*[Remainder of Page Intentionally Left Blank]*



Annex D

Additional Termination Events<sup>1</sup>

Any of the following shall occur (unless otherwise consented to in writing by GS Bank):

(a) the failure of the Debtors to file the Plan before the hearing to consider approval of the Disclosure Statement;

(b) the Plan is withdrawn, amended, or otherwise modified so as to be inconsistent with the consent rights in this Commitment Letter, the First Lien Exit Facility Term Sheet, or the Plan;

(c) any of the Debtors files, announces, or commits in writing to any party (i) its intention not to support the Plan or pursue the Restructuring Transactions or (ii) its intention to support an alternative restructuring proposal or sale which would, without the consent of GS Bank (which, in the case of clauses (b) and (e) below, shall not to be unreasonably withheld) (a) individually or in the aggregate, result in a reduction of 10% or more of the total PV-10 of total 2P reserves comprising the assets acquired by the Credit Bid Purchaser (which shall be calculated by reference to the FWE YE2020 Internal Reserve Report (as of 5.1.21)), (b) result in any contract rights constituting material assets not being acquired by the Credit Bid Purchaser, (c) individually or in the aggregate, result in an increase by \$40.0 million or more (which, for the avoidance of doubt, in the case of plugging and abandonment liabilities, shall be calculated on a present value basis) in liabilities assumed by the Credit Bid Purchaser, (d) provide for any change in treatment of the Prepetition FLFO Credit Agreement or First Lien Exit Facility, or (e) provide for any differences from the Approved Credit Bid Purchase Agreement that are materially adverse to the interests of the First Lien Exit Facility Agent and the First Lien Exit Facility Lenders, in each case of sub-clauses (a) thru (e) above, relative to as contemplated under the Plan and/or the Approved Credit Bid Purchase Agreement, as applicable;

(d) (i) any of the Debtors (A) file any motion seeking to avoid, disallow, subordinate, or recharacterize all or any portion of the FLFO Claims or any lien or interest related thereto or (B) shall have directly or indirectly supported any application, adversary proceeding, motion, or cause of action referred to in the immediately preceding clause (A) filed by a third party, or consents to the standing of any such third party to bring such application, adversary proceeding, motion, or cause of action; or (ii) the Bankruptcy Court enters an order or judgment avoiding, disallowing, subordinating, or recharacterizing all or any portion of the FLFO Claims or any lien or interest related thereto;

(e) the Bankruptcy Court enters an order denying confirmation of the Plan and such order remains in effect for 10 days after the entry of such order;

(f) the Plan Effective Date does not occur on or before 11:59 p.m. (prevailing Eastern Time) on the earlier of (i) the Outside Expiration Time (as defined in the Second Lien Backstop Commitment Letter (which is as defined in the Plan) and (ii) July 31, 2021;

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<sup>1</sup> All capitalized terms used but not defined herein have the meanings given to them in the Plan (as defined in the Commitment Letter to which this **Annex D** is attached) or in the Commitment Letter, as context may require.

(g) the acceleration of the loans or the termination of the commitments under the DIP Facility or the termination or expiration of the Debtors' authority to use Cash Collateral (as defined in the DIP Order) that has not been waived or timely cured in accordance therewith;

(h) the Bankruptcy Court enters an order modifying or terminating the Debtors' exclusive right to file and/or solicit acceptances of a plan of reorganization;

(i) the breach by the Company of its obligations to provide any fee, indemnity, or expense reimbursement under this Commitment Letter, or any purported assignment of this Commitment Letter other than as permitted by this Commitment Letter;

(j) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any ruling or order that enjoins the consummation of any portion of the Restructuring Transactions;

(k) the Bankruptcy Court grants relief terminating, annulling, or modifying the automatic stay (as set forth in Section 362 of the Bankruptcy Code) with regard to any assets of the Company that individually or in the aggregate result in a reduction of 10% or more of the total PV-10 of total proved reserves that would otherwise comprise assets that are being transferred to NewCo and its Subsidiaries under the Plan (which shall be calculated by reference to the FWE YE2020 Internal Reserve Report (as of 5.1.21)) without the prior written consent of GS Bank;

(l) the entry of an order by the Bankruptcy Court, or the filing of a motion or application by the Debtors seeking an order (without the prior written consent of GS Bank), (i) dismissing one or more of the Chapter 11 Cases, or (ii) seeking to avoid its obligations under or reject this Commitment Letter; or

(m) any of the following documents or the commitments thereunder have terminated or expired: (i) the Restructuring Support Agreement, (ii) the Second Lien Backstop Commitment Letter, or (iii) the ERO Backstop Agreement.

**Exhibit I**  
**Second Lien Exit Facility Term Sheet**

**UP TO \$185.0 MILLION SENIOR SECURED SECOND LIEN TERM LOAN FACILITY  
“SECOND LIEN EXIT FACILITY TERM SHEET”**

**SUMMARY OF PRINCIPAL TERMS AND CONDITIONS<sup>1</sup>**

*Set forth below is a summary of certain principal terms for the Second Lien Exit Facility (as defined below). This summary of terms is for indicative purposes only and does not purport to summarize all of the terms of the definitive documentation for the Second Lien Exit Facility. These terms are subject to change based upon ongoing discussions and final negotiation of definitive documentation.*

**BORROWER:** Credit Bid Purchaser (the “**Borrower**”), a newly formed special purpose bidding entity, which will be the purchaser of certain of the Debtors’ assets.

**AGENT:** An institution to be mutually agreed will act as sole administrative agent and collateral agent (collectively, in such capacities, the “**Second Lien Exit Facility Agent**”, and as used in this **Exhibit I**, the “**Administrative Agent**”).

**LENDERS:** Each of the Backstop Commitment Parties and certain DIP Lenders (or, in each case, any of their affiliated or related funds) that elect to provide a commitment in respect of the Second Lien Exit Facility (collectively, the “**Second Lien Term Lenders**”). On the Closing Date (as defined below), the Second Lien Term Loans may be funded, in full or in part, by a seasoning institution.

**SECOND LIEN EXIT FACILITY:** A senior secured second lien term loan facility (the “**Second Lien Exit Facility**”) that shall become effective on the effective date of the Plan (the “**Plan Effective Date**”) in an amount of up to \$185.0 million comprised of:

(a) \$100.0 million of second lien term loans (the “**DIP Replacement Second Lien Loans**”); and

(b) additional second lien term loans (the “**New Money Second Lien Loans**” and, together with the DIP Replacement Second Lien Loans, the “**Second Lien Term Loans**”) in an amount equal to the lesser of (i) \$85.0 million and (ii) the amount necessary to provide the Borrower with no less than \$100.0 million of cash on hand on the Effective Date, after giving effect to all transactions to occur on the Effective Date (calculated pursuant to a process and at a time to be mutually agreed).

The Second Lien Term Loans shall be funded in cash on the Closing Date; *provided* that any Second Lien Term Lender that is a DIP Lender

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<sup>1</sup> All capitalized terms used but not defined herein have the meanings given to them in the Joint Chapter 11 Plan of Fieldwood Energy LLC and its Affiliated Debtors (the “**Plan**”) and the Disclosure Statement for Joint Chapter 11 Plan of Fieldwood Energy LLC and its Affiliated Debtors (the “**Disclosure Statement**”) to which this Second Lien Exit Facility Term Sheet is attached and the other exhibits attached to such Disclosure Statement. In the event any such capitalized term is subject to multiple and differing definitions, the appropriate meaning thereof for purposes of this **Exhibit I** shall be determined by reference to the context in which it is used.

may elect to fund its Second Lien Term Loans on the Closing Date on a cashless basis by converting the outstanding principal amount of any of its DIP Loans into Second Lien Term Loans. The Second Lien Exit Facility shall be secured on a junior basis to the First Lien Exit Facility and any permitted hedging obligations.

**INCREMENTAL SECOND  
LIEN TERM FACILITIES:**

The Second Lien Exit Facility Credit Agreement will permit incremental indebtedness in a manner acceptable to the Second Lien Term Lenders, and, in any event, will permit the Borrower, on up to two occasions, to incur separate classes of additional term loans or increases in existing term loans (the “***Incremental Second Lien Term Loans***”), in each case, in an aggregate principal amount not less than \$25.0 million and, in the case of all incremental term debt incurred pursuant to this “Incremental Second Lien Term Facilities” section, in an aggregate principal amount not to exceed \$50.0 million (each, an “***Incremental Second Lien Term Facility***”), so long as, at the time the Borrower seeks commitments in respect of an Incremental Second Lien Term Facility, either (i) the aggregate cash and cash equivalents of the Borrower and its subsidiaries are less than \$80.0 million as of such date (or, in the good faith determination of the board of directors of the Borrower, are anticipated to be less than \$80.0 million as of the proposed date of incurrence of such Incremental Second Lien Term Facility) or (ii) the board of directors of the Borrower, in its good faith judgment, determines that the incurrence of such Incremental Second Lien Term Facility is in the best interest of the Borrower and its subsidiaries. Incremental Second Lien Term Loans shall be subject to terms and conditions usual and customary for financings of this type to be agreed, including, without limitation, a “most favored nation” provision pursuant to which, if the all-in yield of any Incremental Second Lien Term Loans exceeds the all-in yield of the initial Second Lien Term Loans by more than 50 bps, the interest rate of initial the Second Lien Term Loans shall be automatically increased by a percentage that would cause such all-in yield differential not to exceed 50 bps. No Second Lien Term Lender will have an obligation to make any Incremental Second Lien Term Loan.

**PURPOSE:**

The proceeds of the Second Lien Term Loans will be used by the Borrower on the Plan Effective Date (the “***Closing Date***”) in accordance with and as provided in the Plan and, after the Closing Date, to finance the working capital needs and other general corporate purposes of the Borrower and its subsidiaries.

**AVAILABILITY:**

The full amount of the Second Lien Exit Facility must be drawn in a single drawing on the Closing Date; amounts borrowed thereunder that are repaid or prepaid may not be reborrowed.

**AMORTIZATION:**

None.

All amounts outstanding under the Second Lien Exit Facility shall be paid in full on the Second Lien Term Loan Maturity Date (as defined below).

**INTEREST RATES AND FEES:**

Interest rates under the Second Lien Exit Facility will be calculated, at the option of the Borrower, at Adjusted LIBOR (subject to a 1.00% floor) plus the Applicable Margin (as defined below) or ABR (subject to a 2.00% floor) plus the Applicable Margin.

Additionally, on each interest payment date, at any time that the aggregate cash and cash equivalents of the Borrower and its subsidiaries is less than \$75.0 million as at the end of the most recently ended fiscal quarter, the Borrower may elect, in its sole discretion, to pay a portion of the accrued interest payable on the Second Lien Term Loans in kind (the “**PIK Election**”) by adding an amount equal to 5.00% per annum to the outstanding principal amount of the Second Lien Term Loans on such interest payment date.

“**Applicable Margin**” is (i) in the case of Adjusted LIBOR loans, 8.00% per annum (or, at any time that the Borrower shall have made a PIK Election, 4.75% per annum) and (ii) in the case of ABR loans, 7.00% per annum (or, at any time that the Borrower shall have made a PIK Election, 3.75% per annum).

The Borrower shall pay an upfront fee (the “**Upfront Fee**”) equal to 2.00% of the funded amount of the Second Lien Exit Facility on the Closing Date to the Second Lien Exit Facility Agent for the ratable account of each Second Lien Term Lender. Other than with respect to DIP Loans which are converted into Second Lien Term Loans (with respect to which the Upfront Fee shall be paid in cash), the Upfront Fee shall be paid in the form of original issue discount by deducting such Upfront Fee from the proceeds of the Second Lien Exit Facility on the Closing Date.

**FINAL MATURITY:**

The Second Lien Exit Facility will mature on the date that is five years after the Closing Date (the “**Second Lien Term Loan Maturity Date**”).

**GUARANTEES:**

All obligations of the Borrower under the Second Lien Exit Facility will be jointly and severally unconditionally guaranteed on a second lien secured basis (the “**Second Lien Guarantees**”) by the same guarantors that guarantee the First Lien Exit Facility (it being understood that the subsidiary guarantee requirements under the Second Lien Exit Facility will be consistent with the subsidiary guarantee requirements under the First Lien Exit Facility).

**SECURITY:**

The obligations of the Borrower under the Second Lien Exit Facility and the Second Lien Guarantees will be secured by a perfected second lien security interest in the same collateral that secures the First Lien Exit Facility (it being understood that the collateral requirements under the Second Lien Exit Facility will be consistent with the collateral requirements under the First Lien Exit Facility).

**VOLUNTARY**

Prepayments of borrowings under the Second Lien Exit Facility will be



<b>PREPAYMENTS:</b>	permitted at any time without premium or penalty.
<b>REPRESENTATIONS AND WARRANTIES:</b>	The Second Lien Exit Facility Documents will contain representations and warranties acceptable to the Second Lien Term Lenders and substantially consistent with the corresponding provisions set forth in the First Lien Exit Facility Documents.
<b>CONDITIONS PRECEDENT:</b>	The closing of the Second Lien Exit Facility will be subject to conditions precedent acceptable to the Second Lien Term Lenders and usual and customary for financings of this type and otherwise as set forth in the Backstop Commitment Letter and, with respect to documentary conditions, acceptable to the Second Lien Term Lenders and substantially consistent with the corresponding documentary conditions set forth in the First Lien Exit Facility Documents with appropriate modifications to reflect the second lien status of the Second Lien Exit Facility.
<b>AFFIRMATIVE COVENANTS:</b>	The Second Lien Exit Facility Documents will contain affirmative covenants acceptable to the Second Lien Term Lenders and substantially consistent with the corresponding provisions set forth in the First Lien Exit Facility Documents, with appropriate modifications to reflect the second lien status of the Second Lien Exit Facility.
<b>NEGATIVE COVENANTS:</b>	The negative covenants shall be acceptable to the Second Lien Term Lenders and substantially consistent with the corresponding provisions set forth in the First Lien Exit Facility Documents, with (a) appropriate modifications to reflect the second lien status of the Second Lien Exit Facility, and (b) monetary baskets and thresholds set at an additional cushion to be agreed against the applicable basket or threshold in the First Lien Exit Facility Documents.
<b>FINANCIAL COVENANT:</b>	None.
<b>EVENTS OF DEFAULT:</b>	The Second Lien Exit Facility Documents will contain events of default acceptable to the Second Lien Term Lenders and substantially consistent with the corresponding provisions set forth in the First Lien Exit Facility Documents, with (a) appropriate modifications to reflect the second lien status of the Second Lien Exit Facility and (b) cross-acceleration (instead of cross-default) and cross-payment event of default at maturity to the First Lien Exit Facility.

**Exhibit J**  
**Apache Term Sheet Implementation Agreement**

### **Apache Term Sheet Implementation Agreement**

This IMPLEMENTATION AGREEMENT (the “**Agreement**”) is made and entered into as of January 1, 2021, by and among (a) Fieldwood Energy LLC, a Delaware limited liability company (“**FWE**”), and GOM Shelf LLC, a Delaware limited liability company (collectively, the “**Fieldwood PSA Parties**”) and (b) Apache Corporation (“**Apache**”), Apache Shelf, Inc., Apache Deepwater LLC, and Apache Shelf Exploration LLC (collectively, the “**Apache PSA Parties**”) (each, a “**Party**” and collectively, the “**Parties**”) to implement the transactions contemplated by or related to the term sheet attached hereto as **Exhibit A** (the “**Apache Term Sheet**”).

### **RECITALS**

WHEREAS, on July 31, 2020, the Parties executed a letter agreement whereby each of the Parties agreed (i) to work to implement the terms of the Apache Term Sheet in accordance therewith and (ii) to execute and support a restructuring support agreement with certain consent rights for Apache and consistent in all respects with the terms of the Apache Term Sheet;

WHEREAS, commencing on August 3, 2020 (the “**Petition Date**”), FWE and certain of its affiliates each filed with the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) a voluntary case under chapter 11 of title 11 of the United States Code;

WHEREAS, Apache asserts that it holds prepetition audit claims against FWE related to (a) the 2013 audit of WC 72 for 2011-12 for the remaining amount of \$10,222.37 which amount was included on the April 2016 JIB relating to ENI’s debit pay, (b) credits from Noble Energy to Apache for VK 917 and 962 as shown on the August 2018 JIB in the amount of \$11,413.53, and (c) joint venture expenditure audits #17.2.12 relating to East Breaks 158/159 for 2017, #19.2.11 relating to the Main Pass 302 #B19 Well for 2019, #19.2.12 relating to East Breaks 158/159 for 2019, and #19.2.22 relating to Viosca Knoll 917/961/962 (Swordfish) for 2019 in the aggregate net amount of \$115,969 (collectively, the “**Apache Audit Claims**”); Apache, as a beneficiary of

The Fieldwood Decommissioning Trust A (“**Trust A**”) created pursuant to that certain Trust Agreement, dated September 30, 2013, by and among the Fieldwood PSA Parties, as Settlers and Primary Beneficiaries, and the Apache PSA Parties and Apache Shelf Exploration LLC, as Secondary Beneficiaries, as amended, and pursuant to an audit conducted on behalf of Trust A relating to the Fourth and Fifth Amendments to the Decommissioning Agreement, asserts that it holds prepetition claims against FWE relating to funds allegedly improperly withdrawn from Trust A in the aggregate amount of approximately \$5,000,000 (the “**Apache Trust A Claims**”); and Apache asserts that it holds claims against FWE related to FWE’s obligations under the Decommissioning Agreement (the “**Decommissioning Claims**” and, together with the Apache Audit Claims, the Apache Trust A Claims, and any other prepetition claim Apache may assert, the “**Apache Claims**”);

WHEREAS, the Bankruptcy Court has established a general bar date of 5:00 p.m. (Central Time) on November 25, 2020 (the “**General Bar Date**”) for filing proofs of claim against the Fieldwood PSA Parties; the Parties hereto entered into that certain stipulation, dated as of November 24, 2020, thereby agreeing to extend the General Bar Date as to the Apache Claims in contemplation of the resolution of the Apache Claims as set forth in the RSA (as defined below), the Apache Term Sheet, and the Apache Definitive Documents (as defined below);

WHEREAS, that certain *Restructuring Support Agreement*, dated as of August 4, 2020 (the “**RSA**”), was entered into by and among (i) the Company<sup>1</sup> (including the Fieldwood PSA Parties); (ii) the Consenting FLTL Lenders; (iii) the Consenting SLTL Lenders (together with the Consenting FLTL Lenders, the “**Consenting Creditors**”); and (iv) Apache (collectively, the

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the RSA, unless indicated otherwise.

“**RSA Parties**”), pursuant to which the RSA Parties agreed to support a financial restructuring of the Company as provided therein;

WHEREAS, the Company and the Consenting Creditors have agreed that certain interests in certain non-Legacy Apache Properties and the properties included in the fields listed on Schedule A to the Apache Term Sheet as “Ownership and Operatorship” (the “**Retained Properties**”) (such non-Legacy Apache Properties and the Retained Properties, collectively, the “**Credit Bid Acquired Interests**”) will be sold and conveyed to, and certain liabilities and obligations of the Debtors will be assumed by and will constitute liabilities and obligations of (such liabilities and obligations, collectively, the “**Credit Bid Assumed Liabilities**”), an entity to be formed for purposes of consummating the transactions under the Credit Bid Purchase Agreement (“**Credit Bid Purchaser**”), pursuant to a purchase and sale agreement (the “**Credit Bid Purchase Agreement**”);

WHEREAS, pursuant to the RSA, the Company agreed to, among other things: (i) negotiate in good faith the definitive documents implementing the transactions contemplated by or relating to the Apache Term Sheet (the “**Apache Definitive Documents**”); (ii) use commercially reasonable efforts to execute and deliver the Apache Definitive Documents; and (iii) use commercially reasonable efforts to consummate the transactions contemplated under the Apache Definitive Documents;

WHEREAS, pursuant to the RSA, Apache agreed to, among other things: (i) support and take all actions necessary or reasonably requested by the Company to facilitate the finalization of the Apache Definitive Documents; and (ii) support and take all actions necessary or reasonably requested by the Company to facilitate the transactions contemplated under the Apache Definitive Documents;

WHEREAS, pursuant to the RSA, the Apache Definitive Documents shall be in a form reasonably acceptable to the Company, Apache, the Requisite DIP Commitment Parties, and the Requisite FLTL Lenders;

WHEREAS, pursuant to the Apache Term Sheet, Apache acknowledged and agreed that the Apache Definitive Documents shall be subject to the approval of holders of consent rights as set forth in the RSA, which approval shall not be unreasonably withheld, it being understood that good faith negotiations with respect to matters not addressed in the Apache Term Sheet or the Restructuring Term Sheet shall not be considered unreasonably withholding approval;

WHEREAS, the Apache Term Sheet provides that the parties thereto agree to negotiate mutually agreeable Apache Definitive Documents no later than 45 days after the Petition Date, which deadline the Parties have mutually agreed to extend to January 1, 2021;

WHEREAS, the RSA provides that it shall be a DIP Commitment Parties Termination Event if the Company shall not have complied with the deadline requiring the finalization of the Apache Definitive Documents by no later than 75 days after the Petition Date, which deadline has been extended to January 1, 2021;

WHEREAS, pursuant to that certain *Senior Secured Debtor-In-Possession Term Loan Credit Agreement*, dated as of August 24, 2020, among Fieldwood Energy Inc., Fieldwood Energy LLC, the Several Lenders, from time to time, and Cantor Fitzgerald Securities, the Apache Definitive Documents shall be finalized no later than 75 days after the Petition Date, which deadline has been extended to January 1, 2021;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:



1. **Apache Definitive Documents.** The documents below comprise the Apache Definitive Documents as contemplated in the RSA and the Apache Term Sheet:

- a. *Conversion of FWE into a Texas Limited Liability Company.*
  - (i) *Certificate of Conversion (DE) (FWE).* Annexed hereto as **Exhibit 1.**
  - (ii) *Certificate of Conversion (TX) (FWE).* Annexed hereto as **Exhibit 2.**
  - (iii) *Plan of Conversion (TX) (FWE).* Annexed hereto as **Exhibit 3.**
  - (iv) *Certificate of Formation (TX) (FWE).* Annexed hereto as **Exhibit 4.**
- b. *Divisional Merger Documents.*
  - (i) *Agreement and Plan of Merger (TX) (FWE) (the “Plan of Merger”).*  
Annexed hereto as **Exhibit 5.**
  - (ii) *Certificate of Merger (TX) (FWE).* Annexed hereto as **Exhibit 5A.**
  - (iii) *Certificate of Formation (TX) (Fieldwood Energy I LLC).* Annexed hereto as **Exhibit 5B.**
- c. *Fieldwood Energy I LLC Agreement.* Annexed hereto as **Exhibit 6.**
- d. *ST 308 Bond Form.* Annexed hereto as **Exhibit 7.**
- e. *Standby Credit Facility Documents* (collectively, the “**Standby Credit Facility Documents**”).
  - (i) *Standby Loan Agreement.* Annexed hereto as **Exhibit 8.**
  - (ii) *Security Agreement.* Annexed hereto as **Exhibit 9.**
  - (iii) *Guarantee (Fieldwood Energy I LLC).* Annexed hereto as **Exhibit 10.**
  - (iv) *Guarantee (GOM Shelf LLC).* Annexed hereto as **Exhibit 11.**
  - (v) *Form of Mortgages.* Annexed hereto as **Exhibit 12.**

f. *Form of Amendment to Unit Operating Agreement.* Annexed hereto as **Exhibit 13**, the form of which shall be modified in a manner consistent with the Apache Term Sheet and this Agreement to amend each operating agreement with respect to the properties included in the fields listed on Schedule A to the Apache Term Sheet as solely “Operatorship” for which Credit Bid Purchaser shall become operator, which amendments shall be subject to the same consent rights of the Required DIP Lenders and Requisite FLTL Lenders as for the Apache Definitive Documents, and the Parties shall enter into such amendments prior to the closing of the transactions contemplated by the Credit Bid Purchase Agreement.

g. *Farmout Agreement.* Annexed hereto as **Exhibit 14**.

h. *Transition Services Agreement.* Annexed hereto as **Exhibit 15**.

i. *SEMS Bridging Agreement.* Annexed hereto as **Exhibit 16**.

j. *Amended BriarLake Sublease.* Annexed hereto as **Exhibit 17**.

k. *Certification of Rights.* Annexed hereto as **Exhibit 18**.

## 2. **Execution of Apache Definitive Documents; Good Faith Cooperation.**

Each Party agrees, and Apache expressly acknowledges, that the Company and the Apache PSA Parties have satisfied the requirements under the Apache Term Sheet and the RSA to negotiate mutually agreeable Apache Definitive Documents by the relevant deadlines set forth therein. Subject to and in accordance with the terms of the RSA and Apache Term Sheet, each of the Parties shall negotiate any exhibits, amendments, modifications or supplements to the Apache Definitive Documents in good faith and agree to exercise commercially reasonable efforts with respect to the negotiation, pursuit, approval, execution, delivery, implementation, and consummation of the Apache Definitive Documents. The Parties may, by mutual agreement, amend, modify, or supplement the forms of the Apache Definitive Documents attached hereto or negotiate to add

additional documents to the list of Apache Definitive Documents, consistent with the terms and conditions herein, in the RSA, and in the Apache Term Sheet, and subject to the consent rights of the Parties in the RSA and the Apache Term Sheet, as necessary or desirable to effectuate the Apache Term Sheet and a chapter 11 plan of reorganization that incorporates the transactions contemplated in the Apache Definitive Documents (the “**Plan**”). Subject to the immediately preceding sentence, the Parties shall execute and deliver the Apache Definitive Documents on or before the effective date of the Plan (the “**Effective Date**”). Each Party agrees to use commercially reasonable efforts to execute and deliver the instruments, forms and filings (including any BOEM designation of operator forms and designated applicant Oil Spill Financial Responsibility (“**OSFR**”) form designations and any instruments, forms and filings required by BSEE) that are necessary to designate and appoint under all applicable laws and contracts the Credit Bid Purchaser as operator (and, as applicable, the designated applicant under OSFR for) the Credit Bid Acquired Interests as promptly as practicable following the closing of the Credit Bid Purchase Agreement, and in any case, prior to the execution and delivery of the instruments, forms and filings (including any BOEM designation of operator forms and designated applicant OSFR form designations and any instruments, forms and filings required by BSEE) that may be required in connection with the implementation of the Divisive Merger (as defined below).

3. **FWE I Exhibits to the Plan of Merger.** Exhibits I-A(i) through I-K(iii) to Schedule I to the Plan of Merger (collectively, the “**FWE I Exhibits**”) set forth a list of Legacy Apache Properties, which FWE I Exhibits the Apache PSA Parties and the Fieldwood PSA Parties hereto respectively acknowledge are subject to the ongoing review and consent rights of the Consenting Creditors under the RSA (which consent has not yet been provided), and the Apache

PSA Parties and Fieldwood PSA Parties agree that the FWE I Exhibits are subject to modification based on such review to be consistent with the Apache Term Sheet.

4. **Plan and Confirmation Order.** As provided in the RSA, provisions in the Plan and Confirmation Order that directly affect the structure of FWE I outlined in the Apache Term Sheet or the economic treatment of Apache remain subject to Apache’s review and must be in form and substance reasonably acceptable to Apache, and the Plan and Confirmation Order shall be in form and substance reasonably acceptable to the Debtors, the Requisite DIP Commitment Parties, and the Requisite FLTL Lenders at all times. To facilitate the implementation of the Apache Term Sheet and the Apache Definitive Documents pursuant to the Plan as contemplated in the RSA and the Apache Term Sheet, the Parties agree that subject to the negotiation of mutually agreeable definitive language, any order of the Bankruptcy Court confirming the Plan (the “**Confirmation Order**”) shall provide for the following:

(i) FWE shall pay up to \$4 million of reasonable and documented fees and expenses of Apache related to the formation of Fieldwood Energy I LLC (“**FWE I**”) and FWE’s restructuring, including the negotiation and preparation of the Apache Definitive Documents (collectively, the “**Apache Fees and Expenses**”); provided that amounts paid to Apache on account of the Apache Fees and Expenses shall not be subject to disgorgement unless the transactions contemplated in the Apache Definitive Documents fail to close as a result of Apache’s breach of the RSA.

(ii) The Prepetition FLFO Lenders, Prepetition FLTL Lenders, and Prepetition SLTL Lenders shall release (and/or cause the applicable administrative agent or collateral agent to release) all liens and encumbrances on, interests in, and claims against the Legacy Apache Properties (as defined in the Apache Term Sheet) and the other FWE I Assets (as defined in Part

A of Schedule I to the Plan of Merger) and the Consenting Creditors shall release the Apache PSA Parties from any and all causes of action and claims of any kind related to the Legacy Apache Properties arising prior to the date of the Apache Term Sheet Implementation Agreement.

(iii) FWE's assets to be allocated to, possessed by, assumed by, and vested in FWE I and Fieldwood Energy III LLC ("**FWE III**"), respectively, pursuant to the transactions contemplated by and in accordance with the Plan of Merger (the "**Divisive Merger**"), including contracts, leases, oil and gas leases and assets constituting real property interests (including all fee surface interests in land, surface leases, easements, rights of way, servitudes, licenses, franchises, road, railroad, and other surface use permits or agreements), shall be (a) free and clear of (i) any right of consent, notice, and other similar rights, if any, that are applicable to the vesting of the assets in connection with the Divisive Merger (such rights, the "**Consent Rights**") and (ii) all preferential purchase rights, rights of first refusal, drag-along rights, tag-along rights, and other similar rights, if any, that are applicable to the vesting of the assets in connection with the Divisive Merger (such rights, the "**Preferential Purchase Rights**"), but (b) subject to and burdened by (x) the liabilities and obligations allocated to and vested in, respectively, FWE I or FWE III, as specified in the Plan of Merger, pursuant to the Divisive Merger (collectively, "**Allocated Obligations**") and (y) Permitted Post-Closing Liens (as defined in the Schedule of Defined Terms for Required Confirmation Order Provisions, attached hereto as **Exhibit B**).

(iv) Entities (as defined under section 101(15) of the Bankruptcy Code) or Parties that fail to timely file an objection are (a) forever barred from objecting to the allocation and vesting of the assets in connection with the Divisive Merger free and clear of all Consent Rights and Preferential Purchase Rights, and from asserting any alleged Consent Rights or Preferential Purchase Rights with respect to the Divisive Merger, and (b) deemed to consent to

and approve the allocation and vesting of the assets free and clear of all Consent Rights and Preferential Purchase Rights, regardless of whether such consent must be in writing pursuant to the terms of any agreement.

(v) Subject to the Implementation Costs Cap (as defined below), FWE III shall, and shall cause its debtor affiliates in the above-captioned chapter 11 cases to, on the Effective Date, provide for the payment of any and all documentary, filing, recording, stamp, and registration fees, costs, taxes, and expenses (including all reasonable and documented attorneys' fees and regulatory consultant fees) incurred or imposed after the Effective Time (as defined in the Plan of Merger) in connection with the filing of record by or on behalf of FWE I or GOM Shelf LLC of any instrument or instruments with the appropriate records office of any county, parish, state, federal, or other governmental unit (including BOEM) that may be required in connection with the implementation of the Divisive Merger or that either FWE I or GOM Shelf LLC determines in its respective sole discretion to be necessary or appropriate to reflect in the appropriate records of any governmental unit that as a result of the Divisive Merger (a) ownership of the FWE I Assets have been allocated to and are vested in FWE I (and to the extent appropriate to reflect ownership of the GOM Shelf Properties (as defined in the Plan of Merger) in GOM Shelf LLC), and (b) the Allocated Obligations have been allocated to and vested in, and constitute liabilities and obligations of, FWE I and FWE III, respectively (collectively, the "**Implementation Costs**"). For the avoidance of doubt, the documentary, filing, recording, stamp, and registration fees of FWE I or GOM Shelf LLC, shall include such costs and expenses required to file or to cause to be filed of record in the records office, as determined by Apache to be appropriate, of any county, parish, state, federal, or other governmental unit (including BOEM) of the mortgages, security interests and similar security documentation as is contemplated by the Standby Loan Agreement and the



Standby Credit Facility Documents to secure the obligations of FWE I and GOM Shelf LLC thereunder. Any Implementation Costs that exceed the Implementation Costs Cap shall be the sole responsibility of and paid for by FWE I.

(vi) On the Effective Date, the Decommissioning Agreement shall be assumed by the Fieldwood PSA Parties. The Apache PSA Parties shall consent to such assumption and, upon such assumption, waive any claim for cure or compensation relating to any default that may exist under the Decommissioning Agreement at the time of assumption.

(vii) Except for the rights and remedies to enforce (a) the Decommissioning Agreement against GOM Shelf LLC and FWE I following the Divisive Merger (which agreement shall be allocated to FWE I and GOM Shelf LLC under the Divisive Merger), (b) the Plan, (c) the Confirmation Order, and (d) the obligations contemplated by the Apache Definitive Documents, the Apache PSA Parties shall be deemed Releasing Parties (as defined in the Plan) under the Plan and waive and release any and all pre-Effective Date claims of any kind (including, without limitation, the Apache Audit Claims, the Apache Trust A Claims and any claims that could qualify as administrative expense claims) against the Debtors, their estates and any other Released Party (as defined in the Plan), in all circumstances only to the extent such claims accrued on or prior to the Effective Date and only to the extent such releases do not impair the Decommissioning Security, or Apache's ability to draw on the Decommissioning Security in any respect. For the avoidance of doubt, any and all claims the Apache PSA Parties may have against FWE I related to the Decommissioning Agreement arising post-Effective Date and any security obtained, provided, or pledged in connection with the Decommissioning Agreement (the "**Decommissioning Security**") will be preserved.

(viii) Except for the rights and remedies to enforce (a) the Decommissioning Agreement against the Apache PSA Parties following the Divisive Merger, (b) the Plan, (c) the Confirmation Order, and (d) the obligations contemplated by the Apache Definitive Documents, the Debtors shall waive and release any and all pre-Effective Date claims of any kind against the Apache PSA Parties, in all circumstances only to the extent such claims accrued on or prior to the Effective Date. For the avoidance of doubt, any and all claims FWE I may have against the Apache PSA Parties related to the Decommissioning Agreement arising post-Effective Date and the Decommissioning Security will be preserved.

(ix) With respect to all bonds and letters of credit constituting Decommissioning Security, all claims for premiums, fees, reimbursement, indemnification, or any other claims, fixed, contingent, liquidated, unliquidated, or otherwise against the Debtors held by the companies issuing the bonds or letters of credit, shall neither be allocated to nor become the obligations of FWE I under the Plan of Merger. Notwithstanding the foregoing, all rights of the Apache PSA Parties with respect to such bonds and letters of credit shall be preserved as against such bonding companies and letter of credit issuers in all respects. The Debtors shall not terminate any bonds issued on behalf of the Debtors relating to the Legacy Apache Properties under which any federal, state or local governmental entity is an obligee.

(x) With respect to the agreements and memberships relating, in whole or in part, to well containment/control, clean-up of spills, or other pollution, or the gathering of data relating to certifications required to be made to a governmental unit with respect to the FWE I Assets (as defined in the Plan of Merger) or GOM Shelf Oil and Gas Properties (as defined in the Plan of Merger), to the extent any such agreements or memberships are also needed in respect to any Credit Bid Acquired Interests or FWE III Assets (as defined in the Plan of Merger) that are set

forth on **Exhibit 23** hereto, then on or before the Effective Date, FWE shall obtain new agreements and membership for such use with respect to the Credit Bid Acquired Interests or FWE III Assets. With respect to any Excluded Contracts (as defined in the Plan of Merger), FWE shall, on or before the Effective Date, prepare and negotiate replacement agreements with the counterparties to such Excluded Contracts upon substantially the same terms as such Excluded Contracts which may be executed by FWE I immediately following the Effective Date.

(xi) The Fieldwood PSA Parties and the Apache PSA Parties may, by mutual agreement, amend and modify, without the consent of the Consenting Creditors, the forms of the agreements governing the terms of employment of the Independent Director (as defined in the Apache Term Sheet) of FWE I and of the “sole manager” (as that term is used in the Apache Term Sheet) of FWE I (the “**Sole Manager**”), and the form of the agreement with the “service provider” (as that term is used in the Apache Term Sheet) of FWE I (the “**Contract Services Provider**”) to be included in the bid package for the Contract Services Provider (collectively, such forms of agreement comprise the “**Fieldwood I Administrative Documents**”).

(xii) The Bankruptcy Court (i) approves the Apache Definitive Documents and all transactions contemplated by the Apache Term Sheet Implementation Agreement, including the Plan of Merger and Standby Credit Facility Documents, and all actions to be taken, undertakings to be made, and obligations to be incurred by FWE I contemplated thereby; and (ii) following the consummation of the Plan of Merger, authorizes FWE I, without further notice to or action, order, or approval of this Bankruptcy Court and without the need for any further corporate or shareholder action, to enter into, deliver, and fully perform its obligations under the Apache Definitive Documents, including without limitation, the Standby Credit Facility Documents. Upon entry of the Confirmation Order, FWE I or the Sole Manager, as applicable,

shall be authorized and empowered, without further approval of the Bankruptcy Court or any other party, to take such actions and perform such acts as may be necessary, convenient, desirable, or appropriate to execute and deliver the Apache Definitive Documents in accordance with the Plan and to execute and deliver all documents relating thereto and to perform all of their obligations thereunder. On the Effective Date, the Apache Definitive Documents shall constitute legal, valid, binding, and authorized obligations of FWE I, enforceable in accordance with their terms, and such obligations of FWE I shall not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination by FWE I or the Post-Effective Date Debtors (as defined in the Plan) under applicable law, the Plan, or the Confirmation Order. On the Effective Date, all liens granted pursuant to, or in connection with, the Apache Definitive Documents shall be deemed granted by FWE I and/or GOM Shelf LLC, in each case, pursuant to the Apache Definitive Documents. On the Effective Date, all liens granted pursuant to, or in connection with Apache Definitive Documents, as applicable, (i) shall be valid, binding, perfected, enforceable liens and security interests in the property described in the applicable Apache Definitive Documents granted by FWE I and/or GOM Shelf LLC pursuant to the Apache Definitive Documents, as applicable, with the priorities established in respect thereof under applicable non-bankruptcy law and the Apache Definitive Documents, including, but not limited to, the Mortgages, Security Agreement or Standby Loan Agreement and (ii) shall not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination by FWE I and/or GOM Shelf LLC under applicable law, the Plan, or the Confirmation Order. For the avoidance of doubt, the liens granted to Apache pursuant to the Recharacterization Mortgages (as such term is defined in the Decommissioning Agreement, as amended from time to time, and as supplemented by the Recharacterization Mortgages) upon any recharacterization of the Trust A

or Trust A-1 NPIs (as such terms are defined in the Decommissioning Agreement, as amended from time to time, and as supplemented by the Recharacterization Mortgages) shall be senior in all respects to any other liens.

5. **Implementation Costs Cap.** No later than twenty-one (21) days after the effective date of this Agreement (as such date may be extended upon mutual written consent by the Parties including via email), the Parties shall mutually agree in good faith on the estimated amount of Implementation Costs to be funded by the Debtors (such amount, the “**Implementation Costs Cap**”). In the event the Parties are unable to reach a mutual agreement as to the Implementation Costs Cap, the determination shall be submitted to and determined by the law firm of Geiger Laborde & Laperouse, LLC (the “**Referee**”). If the Referee shall be responsible for determining the Implementation Costs Cap, each Party will be required to submit its respective estimate regarding the Implementation Costs Cap to the Referee. The Referee will then conduct its own investigation and issue its decision regarding the Implementation Costs Cap, where such amount shall not be (i) higher than the highest estimate submitted by a Party, or (ii) lower than the lowest estimate submitted by a Party. The Referee’s decision shall be considered final and binding. Moreover, the Parties will each pay half of the total costs relating to the Referee’s determination of the Implementation Costs Cap. The Apache PSA Parties’ portion of such costs shall not be considered Apache Fees and Expenses.

6. **Fieldwood I Administrative Documents.** The documents below comprise the Fieldwood I Administrative Documents:

- (i) *Sole Manager Agreement.* Annexed hereto as **Exhibit 19.**
- (ii) *Independent Director Agreement.* Annexed hereto as **Exhibit 20.**

(iii) *Form of Contract Services Agreement*, to be included in the bid package for the Contract Services Provider. Annexed hereto as **Exhibit 21**.

(a) Any waivers, amendments, or modifications made to the Fieldwood I Administrative Documents or any provisions contained therein shall be made by mutual agreement between the Fieldwood PSA Parties and the Apache PSA Parties without the consent of the Consenting Lenders.

**7. Termination of Agreement and Tolling of General Bar Date.**

(a) This Agreement shall terminate upon the earlier to occur of (i) the termination of the RSA and (ii) the termination of Apache as a party to the RSA. Upon termination of this Agreement, each Party shall be immediately released from its obligations, commitments, undertakings and agreements under or related to this Agreement; provided that in no event shall any such termination relieve a Party from liability for its breach or non-performance of its obligations hereunder prior to the date of such termination.

(b) Notwithstanding the General Bar Date, the Parties agree that Apache shall not file a proof of claim against the Debtors on account of the Apache Claims until after the earliest to occur of the following (the date of the earliest to occur of the following, the “**Apache POC Filing Date**”): (i) the date that this Agreement is terminated, (ii) the date that FWE, without Apache’s express, written consent, files a plan of reorganization materially inconsistent with the RSA, the Apache Term Sheet, or the Apache Definitive Documents, (iii) the date that FWE’s chapter 11 case is converted to a case under chapter 7, and (iv) January 15, 2021 if the RSA has not been amended to modify or remove the requirement that Apache timely vote its Claims and Interests to accept the Plan contemplated by the RSA. Following the occurrence of the Apache POC Initial Filing Date, at any time within the period of thirty (30) days after the Apache POC



Initial Filing Date, Apache shall have the right to file a proof of claim or proofs of claim against the Debtors on account of the Apache Claims. The terms of this paragraph 7(b) shall survive the termination of this Agreement.

8. **363 Credit Bid Transaction.** In the event the credit bid sale transaction to Credit Bid Purchaser (or another special purpose bidding entity formed by or at the direction of the Prepetition FLTL Lenders) is pursued pursuant to section 363 of the Bankruptcy Code as contemplated in the Plan (the “**363 Credit Bid Transaction**”), the Apache PSA Parties agree, consistent with their obligations under the RSA, to support and take reasonable actions to facilitate the 363 Credit Bid Transaction, and cooperate in good faith with Debtors, the Required DIP Lenders and Requisite FLTL Lenders to facilitate the 363 Credit Bid Transaction, including, without limitation, by making any amendments to the Apache Definitive Documents; provided that no such actions shall require the Apache PSA Parties to alter the economics of the Apache Definitive Documents without the Apache PSA Parties’ express written consent.

9. **Credit Bid Purchase Agreement Terms.**<sup>2</sup>

(a) The terms of the Credit Bid Purchase Agreement (or an alternative purchase and sale agreement conveying the Credit Bid Acquired Interests to a buyer) that relate to (i) the scope of Credit Bid Assumed Liabilities (including payables with respect to the Legacy Apache

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<sup>2</sup> The Consenting Creditors agreed under the Apache Term Sheet that “any outstanding accounts receivable and accounts payable associated with the Legacy Apache Properties as of the effective date of Fieldwood’s plan of reorganization shall be retained by [Credit Bid Purchaser].” However, for the avoidance of doubt, any language in Paragraph 9 or Exhibit 22 of this Agreement that differs from, supplements, modifies or is otherwise inconsistent with the foregoing language in the Apache Term Sheet (including, without limitation, any language that relates to items that are not accounts payable associated with the Legacy Apache Properties as of the effective date of Fieldwood’s plan of reorganization being retained by Credit Bid Purchaser or any language that relates to items that are accounts receivable associated with the Legacy Apache Properties as of the effective date of Fieldwood’s plan of reorganization not being retained by Credit Bid Purchaser) has not been agreed to by the Consenting Creditors, and the Consenting Creditors reserve all rights with respect to any such difference, supplement, modification or inconsistency.

Properties and the Retained Properties) to be assumed by the buyer thereunder and any indemnities with respect thereto and (ii) the scope of receivables with respect to the Legacy Apache Properties to be assigned to the buyer and the obligations that may be imposed on FWE I with respect to the collection of such receivables ((i) and (ii), collectively, the “**Specified Credit Bid Terms**”) shall be in form and substance acceptable to Apache and the Debtors.

(b) The Parties agree that the terms as set forth on **Exhibit 22** that relate to the Specified Credit Bid Terms are acceptable to Apache and the Debtors to address the Specified Credit Bid Terms in the Credit Bid Purchase Agreement (or an alternative purchase and sale agreement conveying the Credit Bid Acquired Interests to a buyer), and any terms contained in the Credit Bid Purchase Agreement (or an alternative purchase and sale agreement conveying the Credit Bid Acquired Interests to a buyer) that relate to the Specified Credit Bid Terms, other than as set forth on Exhibit 22, must be in form and substance acceptable to Apache and the Debtors.

10. **Transfer of Retained Properties.** Notwithstanding anything to the contrary herein, any Retained Properties transferred to Credit Bid Purchaser (or another special purpose bidding entity formed by or at the direction of the Prepetition FLTL Lenders) in a credit bid sale transaction shall be conveyed in accordance with the Decommissioning Agreement. Any amounts payable to Trust A on account of such transfer shall be the obligation of FWE I. Apache agrees to work with FWE and the Trust A trustee to obtain the required releases from Trust A and conveyances of such interest to Credit Bid Purchaser in connection with this transfer.

11. **Effectiveness; Counterparts.** This Agreement shall become effective and binding upon each Party upon the execution and delivery by such Party of an executed signature page hereto and shall become effective and binding on all Parties on the date when all Parties have executed and delivered a signature page hereto. This Agreement may be executed in several

counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement. Execution copies of this Agreement may be delivered by electronic mail, or otherwise, which shall be deemed to be an original for the purposes of this paragraph.

12. **Governing Law; Jurisdiction; Waiver of Jury Trial.** To the maximum extent permitted by applicable law, this Agreement is governed by and is to be construed in accordance with the internal laws of the State of Texas, without giving effect to any principles of conflicts of law thereunder that would result in the application of the laws of any other jurisdiction. Each Party irrevocably agrees that any legal action, suit, or proceeding arising out of or relating to this Agreement brought by any party or its successors or assigns shall be brought and determined in the Bankruptcy Court and each Party hereby irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court, and if the Bankruptcy Court does not have (or abstains from) jurisdiction, Courts of the State of Texas and of the United States District Court of the Southern District of Texas, and any appellate court from any thereof, for itself and with respect to its property, generally and unconditionally, with regard to any such proceeding arising out of or relating to this Agreement. Each Party further agrees that notice as provided herein shall constitute sufficient service of process and the Parties further waive any argument that such service is insufficient. Each Party hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any proceeding arising out of or relating to this Agreement, (a) any claim that it is not personally subject to the jurisdiction of the Bankruptcy Court as described herein for any reason, (b) that it or its property is exempt or immune from jurisdiction of such court or from any legal process commenced in such court (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment,

execution of judgment, or otherwise) and (c) that (1) the proceeding in such court is brought in an inconvenient forum, (2) the venue of such proceeding is improper, or (3) this Agreement, or the subject matter hereof, may not be enforced in or by such court. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF RELATING TO THIS AGREEMENT. EACH PARTY CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER.

13. **Notices.** All notices hereunder shall be deemed given if in writing and delivered, if contemporaneously sent by electronic mail, courier or by registered or certified mail (return receipt requested) to the following addresses:

(1) If to the Fieldwood PSA Parties, to:

Fieldwood Energy LLC  
2000 W. Sam Houston Parkway S., Suite 1200  
Houston, Texas 77042  
Attention: Thomas R. Lamme

With a copy to:

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153  
Attention: Matt Barr, Esq. (matt.barr@weil.com)  
Alfredo Pérez, Esq. (alfredo.perez@weil.com)  
Jessica Liou, Esq. (jessica.liou@weil.com)

(2) If to the Apache PSA Parties, to:

Apache Corporation  
2000 Post Oak Boulevard, Suite 100  
Houston, Texas 77056-4400  
Attention: Anthony Lannie and Brett Cupit

With a copy to:

Hunton Andrews Kurth LLP  
600 Travis Street  
Suite 4200  
Houston, Texas 77002  
Attention: Robin Russell, Esq. (RRussell@andrewskurth.com)  
Catherine Diktaban, Esq. (CDiktaban@hunton.com)

14. **Amendments.** Neither this Agreement nor any provision hereof may be waived, amended, or modified except pursuant to an agreement or agreements in writing entered into by the Fieldwood PSA Parties and the Apache PSA Parties.

*[Signature Pages to Follow]*

**IN WITNESS WHEREOF**, the undersigned Parties have executed this Implementation Agreement as of the date first written above.

FIELDWOOD ENERGY LLC,  
a Delaware limited liability company

By: Thomas R. Lamme

Name: Thomas R. Lamme

Title: Senior Vice President and  
General Counsel

GOM SHELF LLC,  
a Delaware limited liability company



By: Thomas R. Lamme

Name: Thomas R. Lamme

Title: Vice President



APACHE CORPORATION

By: Ben C. Rodgers  

Name: Ben C. Rodgers  
Title: Senior Vice President, Treasurer and  
Marketing & Midstream

APACHE SHELF, INC.

By: Ben C. Rodgers  

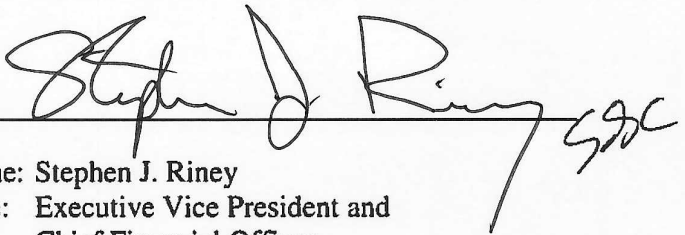
Name: Ben C. Rodgers  
Title: Senior Vice President and Treasurer

APACHE DEEPWATER LLC

By: Ben C. Rodgers  

Name: Ben C. Rodgers  
Title: Senior Vice President and Treasurer

APACHE SHELF EXPLORATION LLC

By:   
Name: Stephen J. Riney  
Title: Executive Vice President and  
Chief Financial Officer

**Exhibit A**

**The “Apache Term Sheet”**



VIA EMAIL

July 31, 2020

P. Anthony Lannie  
Executive Vice President and General Counsel  
Apache Corporation  
2000 Post Oak Boulevard, Suite 100  
Houston, Texas 77056-4400

Re: *Legacy Apache Properties Term Sheet*

Dear Mr. Lannie:

Attached as Exhibit A is the agreed upon term sheet dated July 31, 2020, by and between Fieldwood Energy LLC and certain of its affiliates (collectively, the “**Fieldwood PSA Parties**”) and Apache Corporation and certain of its affiliates (collectively, the “**Apache PSA Parties**” and, together with the Fieldwood PSA Parties, the “**Parties**”) supporting the restructuring of the portion of the Fieldwood PSA Parties’ business relating to certain assets described therein as the “Legacy Apache Properties” (the “**Legacy Apache Properties Term Sheet**”).

By executing this letter agreement, each of the undersigned Parties agrees (i) to work to implement the terms of the Legacy Apache Properties Term Sheet in accordance therewith and (ii) (upon Fieldwood’s payment of the retainers to Apache’s attorneys and advisors in the amounts submitted to Fieldwood’s outside counsel and subject to review and reasonable satisfaction with the restructuring term sheet to be attached to the restructuring support agreement) to execute and support a restructuring support agreement in a final form reasonably acceptable to Apache and consistent in all respects with the terms of the Legacy Apache Properties Term Sheet.

The Parties may execute and deliver this letter agreement by electronic reproduction and in multiple counterparts, each of which shall constitute an original and all of which shall be one and the same document. This letter agreement shall be governed by the laws of the State of Texas without regard to any choice of law principles.

Regards,

*Thomas R. Lamme*

Thomas R. Lamme

Enclosure

cc: Michael T. Dane  
Senior Vice President and Chief Financial Officer

IN WITNESS WHEREOF, the undersigned Parties have executed this letter agreement as of the date first written above.

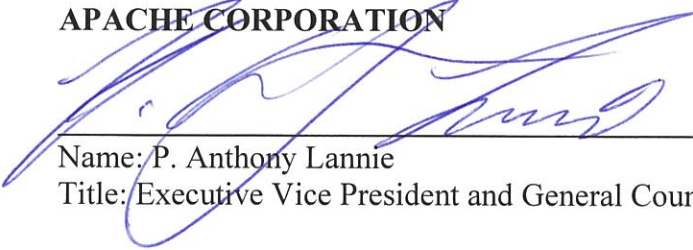
**FIELDWOOD ENERGY LLC**

By: Thomas R. Lamme  
Name: Thomas R. Lamme  
Title: Senior Vice President and General Counsel

**GOM SHELF LLC**

By: Thomas R. Lamme  
Name: Thomas R. Lamme  
Title: Vice President

**APACHE CORPORATION**

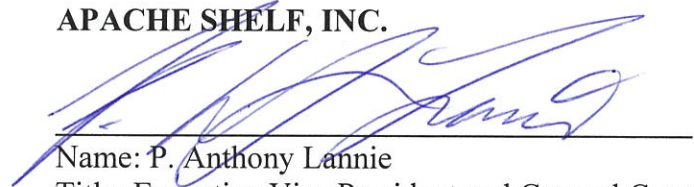


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Name: P. Anthony Lannie

Title: Executive Vice President and General Counsel

**APACHE SHELF, INC.**

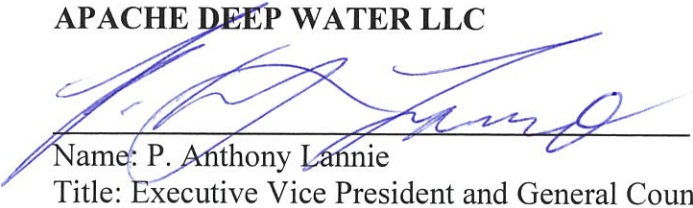


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Name: P. Anthony Lannie

Title: Executive Vice President and General Counsel

**APACHE DEEP WATER LLC**



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Name: P. Anthony Lannie

Title: Executive Vice President and General Counsel



## Exhibit A

### Term Sheet for Fieldwood Energy LLC Restructuring

#### Summary of Principal Terms

<b>Entity Owning Legacy Apache Properties Post-Confirmation</b>	<p>All oil and gas assets conveyed by Apache Corporation (“Apache”) and certain of its affiliates (collectively, the “Apache PSA Parties”) in favor of Fieldwood Energy LLC (“Fieldwood” or “debtor”) and certain of its affiliates (collectively, the “Fieldwood PSA Parties”) pursuant to that Purchase and Sale Agreement dated as of July 18, 2013 between the Apache PSA Parties and the Fieldwood PSA Parties (as amended, “PSA”), plus all leases, wells, fixtures, equipment, permits, ONRR royalty and other deposits, decommissioning bonds with third parties relating to previously sold assets, decommissioning bonds posted by Fieldwood on Legacy Apache Properties, inventory, facilities, easements, pipelines, and related property associated therewith, less and except any such assets sold, assigned, decommissioned, or otherwise disposed of by Fieldwood to third parties or otherwise prior to the date of this Term Sheet or as contemplated in this Term Sheet, and not including the Retained Properties (defined below) (collectively, the “Legacy Apache Properties”) shall be owned post-confirmation by a Reorganized Fieldwood unless a different entity is created in accordance with the section entitled “Assumption of Obligations” below (this portion of the business of the Reorganized Fieldwood being referred to hereinafter as “Fieldwood I”). Any outstanding accounts receivable and accounts payable associated with the Legacy Apache Properties as of the effective date of Fieldwood’s plan of reorganization shall be retained by Fieldwood II (defined below), and any accounts receivable and accounts payable accruing after the effective date of Fieldwood’s plan of reorganization shall accrue to the benefit or obligation of Fieldwood I. Fieldwood I will retain BOEM Operator numbers and Qualification cards for Fieldwood and Fieldwood’s affiliate GOM Shelf LLC.</p> <p>Fieldwood I shall (i) have no assets or liabilities upon confirmation other than the Legacy Apache Properties and operational liabilities, including plugging and abandonment and decommissioning liabilities relating to the Legacy Apache Properties and certain assets described under “Additional Initial Funding Sources” and “Assumption of Obligations” below, (ii) be a bankruptcy remote business entity with a governance structure which is consistent with the business goals of the parties outlined herein (which includes an independent director or manager whose vote is needed to approve major decisions such as bankruptcy, receivership, liquidation, mergers, and consolidations, and removal and appointment (after the initial appointment) of the sole manager and service provider described below (the “Independent Director”)), (iii) not be a reporting entity for SEC purposes, (iv) as of the confirmation date, not create a variable interest entity that Apache is required to consolidate, and (v) is structured in a tax efficient manner within the constraints of the criteria set forth in items (i) through (iv) above. To the extent it will accomplish the goals of the parties outlined herein and is otherwise allowed by applicable law, Fieldwood I and the holder of Fieldwood’s other assets not sold during the pendency of the Chapter 11 cases (“Fieldwood II”) may be created by a divisional merger of Fieldwood under applicable state law upon the confirmation of Fieldwood’s plan of reorganization.</p>
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<b>Management of Fieldwood I</b>	<p>Fieldwood I will not have employees other than a sole manager. Apache and debtor shall each provide the other with a list of three candidates with a minimum of five (5) years of relevant experience in the energy sector. If one or more names appear on both lists, then the debtor will select the initial sole manager of Fieldwood I from those common name(s). If there are no common names, then each shall have the right to strike two names from the other party's list and the bankruptcy judge shall select the sole manager from the two remaining names (one from each list). In the event the sole manager must be removed (which shall require Apache's consent) and/or replaced or resigns or otherwise no longer serves, then the foregoing procedure will be repeated (except that the Independent Director will replace the bankruptcy court and Fieldwood I will replace the debtor for that purpose).</p> <p>The initial Independent Director shall be appointed by the debtor and shall be a natural person who is not and, for the prior five years has not been, a director, officer, employee, trade creditor, or shareholder (or spouse, parent, sibling, or child of the foregoing) of Fieldwood, any affiliate of Fieldwood, or any lender to Fieldwood (a "Qualified Person"), and shall be an individual provided by Citadel SPV, Global Securitization Services, LLC, Corporation Service Company, CT Corporation, Lord Securities Corporation, Wilmington Trust Company, or, if none of those companies is then providing professional independent managers, another nationally-recognized company selected by Fieldwood with Apache's consent (the "Approved List") and approved by the bankruptcy court. The Independent Director may not be removed, except with Apache's consent. If the Independent Director is removed, resigns, or otherwise ceases to serve, then Fieldwood I shall select another Independent Director who is a Qualified Person from the Approved List.</p> <p>The limited liability agreement will specify that the sole manager will have the right to control the business and operations of Fieldwood I at all times prior to the completion of the decommissioning of the Legacy Apache Properties owned by Fieldwood I, subject to compliance with the following covenants which can only be waived with Apache's consent:</p> <ol style="list-style-type: none"> <li>1. Fieldwood I shall not have any business or operations other than operating the Legacy Apache Properties and decommissioning them;</li> <li>2. Fieldwood I shall not purchase, sell, or farm-in any asset;</li> <li>3. Except in compliance with item 4 immediately below, Fieldwood I shall not farm-out any asset;</li> <li>4. If anyone makes an unsolicited proposal to farm in to any of the Legacy Apache Properties on fair market terms and conditions (including fair market rates of return), then Fieldwood I shall be obligated to market such farm-in opportunity and accept the highest and best offer for such farm-in opportunity as long as the transaction is accretive to Fieldwood I cashflow;</li> <li>5. Fieldwood I shall not incur indebtedness for borrowed money other than under the Standby Facility (defined below);</li> <li>6. Fieldwood I shall not use its free cash flow (after operating expenses) for any purposes other than fulfilling its obligations to Apache under the</li> </ol>
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	<p>Decommissioning Agreement (defined below) and the Standby Facility (defined below) until those obligations have been satisfied in full;</p> <p>7. Fieldwood I shall not amend its bylaws, limited liability agreement, or other organizational documents, and any effort to do so shall be ineffective for any purpose;</p> <p>8. Fieldwood I shall not engage in any activity or take any action outside the ordinary course of business; and</p> <p>9. Fieldwood I shall not dissolve, liquidate, or merge or consolidate with any other entity.</p>
<b>Employee Matters</b>	<p>Fieldwood shall provide Apache with a list of certain employees involved in the operation and management of the Legacy Apache Properties no later than one month after finalizing definitive documentation for the transactions reflected in this Term Sheet and shall make such employees available on a mutually agreed timeline to be interviewed by Apache for potential employment by Apache following the consummation of the Fieldwood I transaction. Apache shall have no obligation to hire any such employees.</p> <p>Fieldwood is willing to consider assigning all or a portion of its existing decommissioning business, including separate P&amp;A equipment and spreads, to Apache in connection with mutually agreeable resolution of Fieldwood I terms and based on Fieldwood II's residual business post-restructuring. Consummation of the transaction outlined herein shall not be conditioned on Apache's potential acquisition of such decommissioning business.</p>
<b>Operations and Decommissioning Activities</b>	<p>Fieldwood I shall hire an independent third-party service provider to perform all operations and decommissioning on behalf of Fieldwood I. The work to be performed by the independent service provider shall be bid out to not less than three (3) qualified candidate service providers, each with a minimum of five (5) years of relevant experience. The qualified bidder who bids the lowest price and best terms, in view of relevant experience, shall be selected as the initial service provider. To facilitate the transition process prior to selection of such service provider, upon the effectiveness of the plan of reorganization, Fieldwood I will enter into a transition services agreement with Fieldwood II to provide operational services for Fieldwood I and the initial service provider. Such transition services agreement may be terminated by Fieldwood I at any time. In the event the service provider must be removed (which may be done by the sole manager, but only with Apache's consent) and/or replaced or otherwise no longer serves, then the sole manager shall again bid out the work in accordance with the procedures outlined hereinabove. No later than 45 days after the Chapter 11 filing date (the "Petition Date"), Fieldwood may select with Apache's consent, which consent may be withheld by Apache in its sole discretion, certain properties (the "Retained Properties") for which Fieldwood II or its successors shall retain operatorship or ownership and operatorship.<sup>1</sup> Properties set forth on <u>Schedule A</u>, attached hereto, constitute the agreed-upon Retained Properties as of the date of this Term Sheet. With regard to ST 308 (identified as a Retained Property on <u>Schedule A</u>),</p>

<sup>1</sup> Properties comprise fields, onshore and offshore facilities, inventory, shore bases, and other assets in which Fieldwood has acquired an incremental working interest separate from the Apache acquisition or have an operational relationship to other Fieldwood properties and which will be operated by or owned and operated by the Fieldwood II or the Fieldwood deepwater business.

	<p>Fieldwood's interest in such property will be transferred to, or allocated through the divisional merger, and owned and operated by the party who owns the deepwater Katmai project upon effectiveness of Fieldwood's plan of reorganization, and the owner of such property shall provide Fieldwood I with a surety bond in a form acceptable to Fieldwood I securing the decommissioning obligations for the ST 308 lease and associated ROW(s) in the amount of \$13.2 million. With regard to VR 78 and VR 362/371 (each identified as a Retained Property on <u>Schedule A</u>), Fieldwood's interest in such properties will remain with Fieldwood II and be owned and operated by Fieldwood II, and Fieldwood II shall assume the decommissioning obligations with respect to those properties. With regard to the four properties listed on <u>Schedule A</u> as "Operatorship" in which ownership will be retained by Fieldwood I, a joint operating agreement reasonably satisfactory to Apache will be put in place (or amended) which provides that Fieldwood I as non-operator will have the right to opt in or out of participation in any future capital spending or project related to a work-over or recompletion of an existing well on the property or the drilling of a new well on the property (a "New Project"). If Fieldwood I elects not to participate in accordance with the applicable joint operating agreement, Fieldwood II as Operator may fund (and, if so, it will indemnify Fieldwood I against costs and liabilities associated with) such New Project as an exclusive (sole risk) operation giving Fieldwood II sole right and obligation to any and all risk, costs, liabilities, downside, and upside from such New Project. Fieldwood I shall retain all of its rights and obligations relating to the property other than those rights and obligations created by the New Project. Services provided by Fieldwood II under such JOA will be billed to Fieldwood I at Fieldwood II's actual costs without any actual or allocated overhead or additional G&amp;A charges.</p> <p>Services provided by Apache or its third-party contractors to Fieldwood I will be billed to Fieldwood I at Apache's cost and according to typical industry practices under a joint operating agreement.</p>
<b>Right to Fund Capital Expenditures</b>	<p>Apache will have the right, but not the obligation, to fund any future capital expenditures related to projects forecast to increase production or cash flow on the Legacy Apache Properties ("Approved CapEx") upon terms and conditions mutually agreed between Apache and Fieldwood I.</p> <p>At confirmation, to the extent it is formed or the equivalent entity exists, Fieldwood II and Fieldwood I will enter into a Joint Development Agreement ("JDA") whereby Fieldwood II has the right for two years to present capital projects to Fieldwood I relating to Legacy Apache Properties, which will give Fieldwood I, in Fieldwood I's sole discretion, the option to participate or decline participation under terms mutually agreed and set forth in the JDA. Also, if Fieldwood I intends to decommission a property that was producing at the time Fieldwood I was created, upon notice, Fieldwood II will have the option for a period of time to be agreed on by the parties to request to take over (in the form of participation or conveyance to Fieldwood II) such property in accordance with terms set forth in the JDA. Such request may be accepted or rejected by Fieldwood I in its sole discretion.</p>

<b>Initial Capitalization</b>	Fieldwood shall deposit into Fieldwood I an amount equal to \$50 million minus the actual post-petition decommissioning spend by Fieldwood on the Legacy Apache Properties.
<b>Additional Initial Funding Sources</b>	<p>In addition to Fieldwood's contribution above, Fieldwood I will be capitalized and funded as follows:</p> <ol style="list-style-type: none"> <li>1) Any and all funds in Trust A shall be made available as described under "Assumption of Obligations" below and</li> <li>2) Cash flow from the Legacy Apache Properties shall be reinvested and used for decommissioning activities, to fund Approved CapEx, and to repay amounts outstanding, if any, under the Standby Facility.</li> </ol>
<b>Assumption of Obligations</b>	<p>Fieldwood I shall continue to be responsible for all of Fieldwood's obligations under the Decommissioning Agreement dated as of September 30, 2013 among the Apache PSA Parties and the Fieldwood PSA Parties (as amended, the "Decommissioning Agreement") and the PSA, including all related contracts, and all contracts relating to insurance, surety bonds, letters of credit, and other decommissioning security assets and all other obligations relating to the Legacy Apache Properties (except to the extent reimbursement or indemnification obligations with respect to the surety bonds and letters of credit are discharged through the bankruptcy), but shall not be responsible for any other obligations of Fieldwood related to its other assets. However, if Fieldwood I is created in a manner other than a divisional merger and is not a residual entity from Fieldwood, Fieldwood I shall assume the same obligations described in the immediately preceding sentence, and Fieldwood and Apache will agree on a structure to complete the formation transaction consistent with the intent of this Term Sheet; provided that all necessary consents can be obtained in order to preserve all material rights of Apache under the material contracts described above, including the letters of credit and bonds issued to Apache in support of the Decommissioning Agreement. If the plan of reorganization confirmed by the bankruptcy court and the definitive documents contemplated herein are consistent with the terms herein unless otherwise agreed and grant Apache all the rights and protections provided for in this Term Sheet unless otherwise agreed, then Apache will waive any claims against the debtor based on any alleged prepetition breach of the Decommissioning Agreement or any related agreement and shall release any and all claims against the debtors and all other released parties under Fieldwood's plan of reorganization (and such releases shall be mutual with Apache benefiting as a released party under the plan) but only to the extent such releases do not impair the Decommissioning Security, or Apache's ability to draw on the Decommissioning Security, in any respect.</p> <p>If (i) Fieldwood I defaults on its decommissioning obligations under the Decommissioning Agreement, (ii) any governmental authority or any other Person or entity seeks to cause Apache or its Affiliates to conduct decommissioning that is required in accordance with applicable Law or contract, and (iii) Apache conducts the decommissioning, it shall be done in a manner that entitles Apache to draw on cash in Trust A, the letters of credit, and the bonds currently outstanding, totaling approximately \$736 million (the "Decommissioning Security") in reimbursement of such advances. Apache shall</p>



	<p>be entitled to draw at any time prior to completion of decommissioning of the Legacy Apache Properties should certain letters of credit or bonds of the Decommissioning Security not be renewed in a manner consistent in all respects with the existing terms of such letters of credit or bonds, and, if drawn in such manner, such funds shall be contributed to Trust A. Fieldwood I shall take any action reasonably requested by Apache to entitle Apache to draw on the Decommissioning Security as contemplated in this Term Sheet and shall not take any position in any proceeding or otherwise inconsistent with Apache's ability to draw on the Decommissioning Security.</p>
<b>Standby Facility</b>	<p>After the Decommissioning Security has been exhausted or is not available to pay or reimburse Apache for decommissioning, Fieldwood I will have the right to borrow from Apache the funds required to perform decommissioning on the Legacy Apache Properties via a line of credit (the "Standby Facility").</p> <p>The Standby Facility shall have a first lien on all the assets of Fieldwood I. Cash advanced shall earn interest at 400 basis points (4% per annum) over the interest rate of Apache's then most recently issued bonds. All principal and interest will be paid in cash from the first available free cash flow of Fieldwood I following each loan. Additional customary terms and conditions TBD. The first lien shall also secure Fieldwood I's obligations to Apache under the Decommissioning Agreement.</p> <p>The Standby Facility shall mature at completion of all decommissioning activities.</p>
<b>Beneficiaries of the Fieldwood I</b>	<p>Fieldwood has the right to designate who shall receive ownership interests entitling the holder to any assets remaining in Fieldwood I after decommissioning is complete and the Standby Facility is repaid. Such interests may be distributed by Fieldwood (consistent with the rules of priority and as may be negotiated under the plan) upon confirmation of Fieldwood's plan of reorganization or as otherwise agreed thereafter but shall thereafter be non-transferable on the books and records of Fieldwood I, it being the goal of all parties that Fieldwood I will not be a reporting entity for SEC purposes and such ownership interests in Fieldwood I shall not be registered or traded on any exchange. Apache understands and agrees that the restructuring transactions currently contemplated by the RSA (defined below) do not provide for the DIP Lenders or the pre-petition FLTL Lenders becoming beneficial owners of Fieldwood I.</p>
<b>Fieldwood's Plan of Reorganization</b>	<p>Apache will support a Fieldwood Chapter 11 plan of reorganization which provides for the Fieldwood I structure outlined herein and will execute a restructuring support agreement ("RSA") consistent with the terms herein evidencing same. The RSA shall provide that Apache shall have consent rights over all definitive documents related to the Fieldwood I structure outlined herein, and over the portions of the plan of reorganization and the confirmation order that provide for and approve the Fieldwood I structure outlined herein. The RSA shall contain customary termination rights.</p>
<b>Post-Petition Decommissioning Activity</b>	<p>The DIP Budget shall provide Fieldwood with reasonable funds to accomplish the following during the pendency of the Chapter 11 cases, as it pertains to the Legacy Apache Properties:</p>



	<ol style="list-style-type: none"> <li>1) Maintain and operate the properties as a reasonably prudent operator in the ordinary course of business,</li> <li>2) Maintain all of the assets in their current condition, subject to the Post-Petition Decommissioning Budget (defined below), and insurance upon such assets in amounts and kinds comparable to pre-petition coverage, and</li> <li>3) Perform decommissioning activities consistent with the Decommissioning Agreement in accordance with a budget agreed to in advance between Fieldwood and Apache (the "Post-Petition Decommissioning Budget"), the total amount of which budget shall not be greater than \$50 million during the pendency of the case, assuming an emergence by March 31, 2021. In the event of emergence later than March 31, 2021, Fieldwood and Apache shall (i) work in good faith to agree upon an extended Post-Petition Decommissioning Budget and (ii) in such event, if (a) Fieldwood has insufficient operating income from the Legacy Apache Properties to perform any required decommissioning within respect to any Legacy Apache Property, after mutually agreed upon capital expenditures, and (b) any governmental authority or any other Person or entity causes Apache or its Affiliates to conduct decommissioning that is required in accordance with applicable Law or contract, then Apache will conduct or cause to be conducted such decommissioning in accordance with the terms of the Decommissioning Agreement.</li> </ol>
<b>Expense Reimbursement</b>	Fieldwood will pay up to \$4,000,000 of reasonable and documented fees and expenses of Apache related to the formation of Fieldwood I and Fieldwood's restructuring; provided that such fees and expenses shall only be payable so long as Apache is a party to the RSA.
<b>Other Matters</b>	<p>Briarlake office sublease to be renegotiated (i) to reflect current market rates for remainder of sublease term; and (ii) to reflect reduced square-footage consistent with the scale and business functions of Fieldwood II or its successors as a result of the Chapter 11 plan of reorganization).</p> <p>Fieldwood and Apache shall negotiate mutually agreeable definitive documentation for the transactions reflected in this Term Sheet within 45 days of the Petition Date. Additionally, Apache acknowledges and agrees that the definitive documentation implementing the transactions contemplated under this Term Sheet shall be subject to approval of holders of consent rights as set forth in the RSA, including certain DIP and FLTL Lenders consent rights, which approval shall not be unreasonably withheld, it being understood that good faith negotiations with respect to matters not addressed in this Term Sheet shall not be considered unreasonably withholding approval.</p>
<b>Effectiveness</b>	The transactions contemplated by this Term Sheet, and as set forth in definitive documentation, shall (i) require that the Decommissioning Agreement and related agreements will not be rejected by the debtor during the Chapter 11 case, and such obligations shall be allocated to, and remain the obligations of, Fieldwood I upon

## Apache / Fieldwood Restructuring Term Sheet

	the consummation of the plan and the divisional merger contemplated herein, (ii) preserve all Apache's rights with respect to Trust A, the net profits interests, and the letters of credit and bonds issued to Apache under the Decommissioning Agreement, and (iii) become effective on the consummation of Fieldwood's plan of reorganization.
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**Schedule A: Retained Properties**

<b>Field</b>	<b>Classification</b>
ST 308	Ownership and Operatorship
GI 110/116	Operatorship
GI 43	Operatorship
ST 53/67/68	Operatorship
MC 109	Operatorship
VR 78	Ownership and Operatorship
VR 362/371	Ownership and Operatorship

**Exhibit 1**

**Certificate of Conversion (DE) (FWE)**

**STATE OF DELAWARE  
CERTIFICATE OF CONVERSION  
FROM A DELAWARE LIMITED LIABILITY COMPANY  
TO A NON-DELAWARE ENTITY  
PURSUANT TO SECTION 18-216 OF  
THE LIMITED LIABILITY COMPANY ACT**

1.) The name of the Limited Liability Company is \_\_\_\_\_  
Fieldwood Energy LLC.

(If changed, the name under which it's certificate of formation was originally  
filed: \_\_\_\_\_)

2.) The date of filing of its original certificate of formation with the Secretary of  
State is 11/5/2012.

3.) The jurisdiction in which the business form, to which the limited liability company  
shall be converted, is organized, formed or created is Texas.

4.) The conversion has been approved in accordance with this section;

5.) The limited liability company may be served with process in the State of Delaware in  
any action, suit or proceeding for enforcement of any obligation of the limited liability  
company arising while it was a limited liability company of the State of Delaware, and  
that it irrevocably appoints the Secretary of State as its agent to accept service of process  
in any such action, suit or proceeding.

6.) The address to which a copy of the process shall be mailed to by the Secretary of State  
is

CAPITOL CORPORATE SERVICES, INC.  
206 E. 9TH STREET, SUITE 1300 AUSTIN, TX 78701

In Witness Whereof, the undersigned have executed this Certificate of Conversion on this  
\_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_.

By: \_\_\_\_\_  
Authorized Person

Name: \_\_\_\_\_  
Print or Type

**Exhibit 2**

**Certificate of Conversion (TX) (FWE)**



**STATE OF TEXAS  
CERTIFICATE OF CONVERSION  
OF A  
DELAWARE LIMITED LIABILITY COMPANY  
TO A  
TEXAS LIMITED LIABILITY COMPANY**

This Certificate of Conversion (this “Certificate”), dated as of [●], 2021, has been duly executed and is being filed by Fieldwood Energy LLC, a Delaware limited liability company, to convert to Fieldwood Energy LLC, a Texas limited liability company under Section 10.102 of the Texas Business Organizations Code (the “TBOC”).

1. The name of the converting entity is Fieldwood Energy LLC, a Delaware limited liability company (the “Converting Entity”).
2. The jurisdiction of formation of the Converting Entity is the State of Delaware and the date of formation of the Converting Entity is November 5, 2012.
3. The Converting Entity is converting from a limited liability company formed under the laws of the State of Delaware to a Texas limited liability company formed under the laws of the State of Texas. The name of the Texas limited liability company is “Fieldwood Energy LLC” (the “Company”).
4. The file number issued to the Converting Entity by the Secretary of State is 0801715506.
5. The plan of conversion (the “Plan”) as required under Section 10.103 of the TBOC is attached hereto as Exhibit A.
6. The Certificate of Formation of the Company is attached to the Certificate of Conversion as Exhibit A to the Plan.
7. The Plan has been approved as required by the laws of the jurisdiction of formation and the governing documents of the Converting Entity.
8. The Company will be responsible for the payment of any required franchise taxes of the Converting Entity.
9. This document shall become effective upon its acceptance and filing by the Secretary of State of the State of Texas.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the date first above written.

FIELDWOOD ENERGY LLC

By: \_\_\_\_\_

Name: [•]

Title: [•]

**Exhibit A**

**Plan of Conversion**

See attached.

**Exhibit 3**

**Plan of Conversion (TX) (FWE)**

**PLAN OF CONVERSION  
OF  
Fieldwood Energy LLC  
(a Delaware limited liability company)  
INTO  
Fieldwood Energy LLC  
(a Texas limited liability company)**

Adopted on [●], 2021

Pursuant to the provisions of Section 18-216 of the Delaware Limited Liability Company Act and Section 10.103 of the Texas Business Organizations Code, Fieldwood Energy LLC, a Delaware limited liability company ("Fieldwood"), hereby adopts the following Plan of Conversion:

1. The name of the converting entity is "Fieldwood Energy LLC", a Delaware limited liability company, and the name of the converted entity is "Fieldwood Energy LLC", a Texas limited liability company (the "Company").
2. Fieldwood is continuing its existence in the organizational form of a Texas limited liability company.
3. The Company is to be a limited liability company under the laws of the State of Texas.
4. 100% of the membership interests of Fieldwood outstanding immediately prior to the conversion shall by virtue of the conversion and without any action on the part of the holders thereof, automatically be converted into 100% of the issued and outstanding membership interests of the Company.
5. The conversion shall become effective upon (a) the filing and acceptance of a Certificate of Conversion with the Secretary of State of the State of Texas and (b) the filing and acceptance of a Certificate of Conversion with the Secretary of State of the State of Delaware.
6. The Company will be responsible for the payment of all fees and franchise taxes and will be obligated to pay such fees and taxes if they are not timely paid.
7. Attached as Exhibit A to this Plan of Conversion is the Texas Certificate of Formation of the Company.
8. The Plan of Conversion has been approved as required by the laws of the Corporation's jurisdiction of formation and governing document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Plan of Conversion as of the date first written above.

**FIELDWOOD ENERGY LLC**

By: \_\_\_\_\_  
Name: [•]  
Title: [•]



**EXHIBIT A**  
**CERTIFICATE OF FORMATION**

*See attached.*

**Exhibit 4**

**Certificate of Formation (TX) (FWE)**

**Form 205**  
**(Revised 05/11)**

Submit in duplicate to:  
 Secretary of State  
 P.O. Box 13697  
 Austin, TX 78711-3697  
 512 463-5555  
 FAX: 512 463-5709  
**Filing Fee: \$300**



This space reserved for office use.

## Certificate of Formation Limited Liability Company

### Article 1 – Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

FIELDWOOD ENERGY LLC

The name must contain the words “limited liability company,” “limited company,” or an abbreviation of one of these phrases.

### Article 2 – Registered Agent and Registered Office

(See instructions. Select and complete either A or B and complete C.)

☒ A. The initial registered agent is an organization (cannot be entity named above) by the name of:

CAPITOL CORPORATE SERVICES, INC.

**OR**

☐ B. The initial registered agent is an individual resident of the state whose name is set forth below:

<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>
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C. The business address of the registered agent and the registered office address is:

206 E. 9TH STREET, SUITE 1300	AUSTIN	TX	78701
<i>Street Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>

### Article 3—Governing Authority

(Select and complete either A or B and provide the name and address of each governing person.)

☐ A. The limited liability company will have managers. The name and address of each initial manager are set forth below.

☒ B. The limited liability company will not have managers. The company will be governed by its members, and the name and address of each initial member are set forth below.

#### GOVERNING PERSON 1

**NAME** (Enter the name of either an individual or an organization, but not both.)

**IF INDIVIDUAL**

<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>
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**OR**

**IF ORGANIZATION**

FIELDWOOD ENERGY INC.

*Organization Name*

**ADDRESS**

2000 W. SAM HOUSTON PKWY S., SUITE 1200	HOUSTON	TX	USA	77042-3623
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Country</i>	<i>Zip Code</i>

<b>GOVERNING PERSON 2</b>				
<b>NAME</b> (Enter the name of either an individual or an organization, but not both.)				
<b>IF INDIVIDUAL</b>				
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
<b>OR</b>				
<b>IF ORGANIZATION</b>				
<i>Organization Name</i>				
<b>ADDRESS</b>				
<i>Street or Mailing Address</i>		<i>City</i>	<i>State</i>	<i>Country Zip Code</i>

<b>GOVERNING PERSON 3</b>				
<b>NAME</b> (Enter the name of either an individual or an organization, but not both.)				
<b>IF INDIVIDUAL</b>				
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
<b>OR</b>				
<b>IF ORGANIZATION</b>				
<i>Organization Name</i>				
<b>ADDRESS</b>				
<i>Street or Mailing Address</i>		<i>City</i>	<i>State</i>	<i>Country Zip Code</i>

### Article 4 – Purpose

The purpose for which the company is formed is for the transaction of any and all lawful purposes for which a limited liability company may be organized under the Texas Business Organizations Code.

### Supplemental Provisions/Information

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

The entity is formed under a plan of conversion. The name of the converting entity is Fieldwood Energy LLC. The address of the converting entity is 2000 W. Sam Houston Pkwy. S., Suite 1200, Houston, Texas 77042. The converting entity was formed on 11/5/2012 under the laws of the State of Delaware, USA. The converting entity was previously a Delaware limited liability company. The converting entity is registered as a foreign entity under the Texas Secretary of State file number 0801715506.

## Organizer

The name and address of the organizer:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street or Mailing Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State Zip Code

### Effectiveness of Filing (Select either A, B, or C.)

- A. ☐ This document becomes effective when the document is filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: \_\_\_\_\_
- C. ☒ This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90<sup>th</sup> day after the date of signing is: \_\_\_\_\_

The following event or fact will cause the document to take effect in the manner described below:

the filing of the certificate of conversion of Fieldwood Energy LLC with the Secretary of State of Texas .

## Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of organizer

\_\_\_\_\_  
Printed or typed name of organizer

**Exhibit 5**

**Agreement and Plan of Merger (TX) (FWE)**



**AGREEMENT AND PLAN OF MERGER  
OF  
FIELDWOOD ENERGY LLC  
INTO  
FIELDWOOD ENERGY I LLC  
AND  
FIELDWOOD ENERGY III LLC**

This AGREEMENT AND PLAN OF MERGER, dated as of [●], 2021 (this “Plan of Merger”), is adopted by Fieldwood Energy LLC, a Texas limited liability company (“FWE”).

WHEREAS, commencing August 3, 2020, FWE and certain other affiliates of FWE (each, a “Debtor” and collectively, the “Debtors”) filed voluntary petitions with the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”) initiating their respective cases pending under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) styled *In re Fieldwood Energy LLC, et al.*, jointly administered under Case No. 20-33948 (MI) (each case of a Debtor, a “Case” and collectively, the “Chapter 11 Cases”);

WHEREAS, in connection with the Chapter 11 Cases, the Debtors filed the [*Joint Chapter 11 Plan of Fieldwood Energy LLC and Its Affiliated Debtors* at Docket No. [●]] (as may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Plan of Reorganization”), which was confirmed by order of the Bankruptcy Court entered on [●], 2021 at Docket No. [●] (as may be amended, modified, and supplemented, the “Confirmation Order”);

[WHEREAS, in accordance with the Plan of Reorganization and Confirmation Order, pursuant to the Credit Bid Purchase Agreement certain assets and properties of the Debtors (defined in the Plan of Reorganization as the “Credit Bid Acquired Interests”) were sold and conveyed to, and certain liabilities and obligations of Debtors (defined in the Plan of Reorganization as the “Credit Bid Assumed Liabilities”) were assumed by, FWE II prior to the Effective Time (the “Credit Bid Transaction”);]

WHEREAS, pursuant to the Plan of Reorganization, and as authorized by the Confirmation Order, FWE converted from a Delaware limited liability company to a Texas limited liability company on [●], 2021;

WHEREAS, pursuant to the Plan of Reorganization, and as authorized by the Confirmation Order, FWE is to effect a divisional merger as set forth in this Plan of Merger (the “Merger”), pursuant to which, among other things:

- a) FWE shall maintain its separate existence and continue as a surviving entity under the name “Fieldwood Energy III LLC” (as such entity exists from and after the Effective Time, “FWE III”);
- b) a new Texas limited liability company shall be formed under the name “Fieldwood Energy I LLC” (“FWE I”);

- c) all of the FWE I Assets (as defined below) shall be allocated to, possessed by, and vested in FWE I, and all of the FWE I Obligations (as defined below) shall be allocated to and shall vest in, and shall constitute liabilities and obligations of, FWE I;
- d) all of the assets of FWE (other than the FWE I Assets and the Credit Bid Acquired Assets) shall be allocated to, possessed by, and vested in FWE III; and
- e) all of the liabilities and obligations of FWE (other than the FWE I Obligations and the Credit Bid Assumed Liabilities) shall be allocated to and shall vest in, and shall constitute liabilities and obligations of, FWE III; and

WHEREAS, this Plan of Merger has been authorized by the Confirmation Order, which provides such approval of the transactions contemplated hereby as required for purposes of Sections 10.001, 10.002, and 10.302 of the Texas Business Organizations Code (the “TBOC”), and, in accordance with Section 10.008 of TBOC, the Merger shall be consummated without any transfer or assignment having occurred.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for the purpose of prescribing the terms and conditions of the Merger, the mode of carrying it into effect, the manner and basis of allocating ownership interests of each of the resulting entities and such other details and provisions of the Merger as are deemed necessary or desirable, FWE has agreed and covenanted, and does hereby agree and covenant, as follows:

1. Subject to the provisions of this Plan of Merger, FWE shall cause the Merger to be consummated by filing a certificate of merger with the Secretary of State of the State of Texas in such form as is required by, and executed in accordance with, the relevant provisions of the TBOC, in substantially the form attached as Exhibit A (the “Certificate of Merger”), together with a certificate of formation of FWE I in substantially the form attached as Exhibit B. The Certificate of Merger shall provide that the Merger shall be effective on the date the Certificate of Merger is accepted and filed with the Secretary of State of the State of Texas (the “Effective Time”).

2. At the Effective Time:

(a) FWE shall be divisionally merged in accordance with the TBOC with (i) FWE I being formed as a Texas limited liability company separate from FWE III and continuing as a surviving business entity of the Merger as to the FWE I Assets and the FWE I Obligations in accordance with the TBOC under the name “Fieldwood Energy I LLC” and (ii) FWE continuing as a surviving business entity of the Merger as to all assets and liabilities of FWE (other than the FWE I Assets, the FWE I Obligations, the Credit Bid Acquired Assets, and the Credit Bid Assumed Liabilities) in accordance with the TBOC under the name “Fieldwood Energy III LLC.” The Merger will have the effect set forth below and in Section 10.008 of the TBOC.

(b) There shall be no change (through conversion, exchange, or otherwise) to the membership interests of FWE, which membership interest in FWE III will continue to be owned by Fieldwood Energy Inc. as of immediately following the Effective Time.

(c) All of the membership interests of FWE I shall be owned by Fieldwood Energy Inc. as of immediately following the Effective Time

(d) All of the rights, assets, and properties of FWE described in Part A of Schedule I attached hereto (the “FWE I Assets”) shall be allocated to, possessed by, and vested in FWE I without reversion or impairment, without further act or deed, and without transfer or assignment having occurred.

(e) All of the liabilities and obligations of FWE described in Part B of Schedule I attached hereto (the “FWE I Obligations”) shall be allocated to and shall vest in, and shall constitute liabilities and obligations of, FWE I. For the avoidance of doubt, the FWE I Obligations exclude all Credit Bid Assumed Liabilities (including all Closing Date Payables and all FWE II Retained Properties Payables).

(f) All of the rights, assets, and properties of FWE other than the FWE I Assets and the Credit Bid Acquired Assets (collectively, the “FWE III Assets”), including (i) those rights, assets, and properties of FWE described in Part A of Schedule II attached hereto (collectively, the “Wind Down Assets”) and (ii) those rights, assets, and properties described in Part A of Schedule III (collectively, the “Predecessor Assets”), shall be allocated to, possessed by, and vested in FWE III without reversion or impairment, without further act or deed, and without transfer or assignment having occurred.

(g) All of the liabilities and obligations of FWE other than the FWE I Obligations and the Credit Bid Assumed Liabilities (collectively, the “FWE III Obligations”), including (i) all liabilities and obligations to the extent relating to the Wind Down Assets and all liabilities and obligations described in Part B of Schedule II attached hereto (collectively, the “Wind Down Obligations”), (ii) all of the liabilities and obligations of FWE retained by FWE upon consummation of the Credit Bid Transaction, as well as (except as provided in Section 3(b)(i)) obligations of FWE under the Credit Bid Purchase Agreement, and (iii) all liabilities and obligations relating to the Predecessor Assets and all liabilities and obligations described in Part B of Schedule III attached hereto (collectively, the “Predecessor Obligations”), shall be allocated to and shall vest in, and shall constitute liabilities and obligations of, FWE III.

### 3. Post-Merger Covenants.

(a) Each of FWE I and FWE III shall, at any time and from time to time from and after the Effective Time as and when requested by FWE I or FWE III, or by their respective successors or assigns, execute and deliver, or cause to be executed and delivered in its name by its authorized officers, all such conveyances, transfers, deeds, or other instruments as FWE I or FWE III, as applicable, or such successors or assigns, may reasonably deem necessary in order to evidence (i) the allocation to and vesting in FWE I of the FWE I Assets, and the allocation to and vesting in FWE I of, and the liability and obligation of FWE I for, the FWE I Obligations as a result of the Merger and (ii) the allocation to and vesting in FWE III of the FWE III Assets, and the allocation to and vesting in FWE III of, and the liability and obligation of FWE III for, the FWE III Obligations as a result of the Merger. Without limiting the foregoing, FWE III shall take such actions as necessary to effect a transfer from **[insert applicable bank account]** to an account

designated in writing by FWE I of (i) the FWE I Cash Amount, (ii) the FWE I Suspense Funds, and (iii) the Prepaid JIB Cash Amount.

(b) From and after the Effective Time (i) FWE I shall, and shall cause the FWE I Subsidiaries controlled by FWE I to, perform the obligations of FWE under Section [●]<sup>1</sup> of the Credit Bid Purchase Agreement with respect to Closing Accounts Receivable to the extent attributable to FWE I Assets or any assets held by such FWE I Subsidiaries as of the Effective Time (provided FWE I shall have no obligation to incur any cost or expense in performing such obligations) and (ii) FWE III shall, and shall cause its subsidiaries to, perform the obligations of FWE under Section [●] of the Credit Bid Purchase Agreement with respect to Closing Accounts Receivable to the extent attributable to FWE III Assets or any assets held by subsidiaries of FWE III as of the Effective Time.

4. As a result of the consummation of the Merger in accordance with this Plan of Merger, FWE I shall only be allocated, shall only possess, and shall only be vested in and receive the FWE I Assets, and shall only be allocated and vested in, shall only possess, and shall only be subject to the FWE I Obligations, and FWE I shall have no rights or obligations relating to any of the FWE III Assets or the FWE III Obligations, except as may be expressly set forth in Section 6 or a separate agreement, which is entered into at or after the Effective Time, between FWE I and FWE III with respect to such other Assets or Obligations; and FWE I shall not be deemed to be a predecessor in interest to any of the FWE III Assets or the FWE III Obligations.

5. As a result of the consummation of the Merger in accordance with this Plan of Merger, FWE III shall only be allocated, shall only possess, and shall only be vested in and receive the FWE III Assets and shall only be allocated and vested in, shall only possess, and shall only be subject to the FWE III Obligations, and FWE III shall have no rights or obligations relating to any of the FWE I Assets or the FWE I Obligations, except as may be expressly set forth in Section 6 or in a separate agreement, which is entered into at or after the Effective Time, between FWE III and FWE I with respect to such other Assets or Obligations; and FWE III shall not be deemed to be a predecessor in interest to any of the FWE I Assets or the FWE I Obligations.

6. If immediately prior to the Effective Time, FWE owned an interest or right in assets (other than Predecessor Oil and Gas Properties or Wind Down Oil and Gas Properties) which FWE did not acquire under or pursuant to the Apache PSA and which<sup>2</sup>, immediately prior to the Effective Time, was used in connection with or held for use in connection both with (a) FWE I Oil and Gas Properties or FWE I Rights of Way, on the one hand, and any of (b)(i) Wind Down Oil and Gas Properties or Wind Down Rights of Way or (ii) Predecessor Oil and Gas Properties or Predecessor Rights of Way, on the other hand (individually, a “Fieldwood Joint Use Property” and, collectively, the “Fieldwood Joint Use Properties”), then FWE I shall own such Fieldwood Joint Use Property as an FWE I Asset and such Fieldwood Joint Use Property shall not be a Wind

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<sup>1</sup> **Note to Draft:** This is to reference the provision of the Credit Bid Purchase Agreement providing for collection of Closing Accounts Receivable post sale to FWE II.

<sup>2</sup> **Note to Draft:** FWE confirming there are no Legacy Apache Assets that are also used for any other interests/assets. To the extent any Legacy Apache Assets are also used for any other interests/assets, such assets will be identified and will either be added to the assets governed by Section 6 or FWE I and FWE III will enter into a letter agreement regarding the joint use of such assets consistent with Section 6 or as otherwise agreed to by FWE I and FWE III.

Down Asset or a FWE III Asset or owned by FWE III; provided, however, that FWE III shall have, and FWE I shall provide FWE III with, access, use, and economic benefit with respect to such Fieldwood Joint Use Property to the extent, and only to the extent, such Fieldwood Joint Use Property was used or held for use in connection with the applicable Wind Down Oil and Gas Properties, Wind Down Rights of Way, Predecessor Oil and Gas Properties, or Predecessor Rights of Way immediately prior to the Effective Time; provided, further, that any obligation or liability incurred by FWE I to the extent arising from, related to, or connected with such access, use, or economic benefit by or on behalf of FWE III, (1) shall not constitute an FWE I Obligation, (2) shall be FWE III Obligations and the obligations and liabilities of FWE III, and (3) FWE III shall indemnify and hold harmless FWE I and the FWE Subsidiaries from and against all such obligations and liabilities allocated to FWE III pursuant to this Section 6.

7. Certain Definitions. As used herein and in the Schedules and Exhibits attached hereto, (i) the terms set forth below have the meanings ascribed to such terms below and (ii) the terms defined in the Schedules and Exhibits attached hereto have the meanings ascribed to such terms in such Schedules and Exhibits.

(a) “Apache” means Apache Corporation, a Delaware corporation.

(b) “Apache PSA” means that certain Purchase and Sale Agreement, dated as of July 18, 2013, by and among Apache, Apache Deepwater LLC, Apache Shelf, Inc., Apache Shelf Exploration LLC, GOM Shelf, and FWE, as amended from time to time, and the transaction documents executed in connection therewith.

(c) “Asset” means any individual asset, property, right, or interest in any of the FWE I Assets or the FWE III Assets; “Assets” means, collectively, the FWE I Assets and the FWE III Assets.

(d) “Bankruptcy Code” has the meaning ascribed to such term in the recitals hereto.

(e) “Bankruptcy Court” has the meaning ascribed to such term in the recitals hereto.

(f) “Case” has the meaning ascribed to such term in the recitals hereto.

(g) “Casualty” means an event in which any portion of the Assets is damaged or destroyed or otherwise impaired by fire, explosion, tornado, hurricane, earthquake, earth movement, flood, water damage, or other similar casualty or is taken in condemnation or under right of eminent domain.

(h) “Certificate of Merger” has the meaning ascribed to such term in Section 1 hereto.

(i) “Chapter 11 Cases” has the meaning ascribed to such term in the recitals hereto.

(j) “Closing Accounts Receivable” has the meaning ascribed to such term in the Credit Bid Purchase Agreement.

(k) “Closing Date Payable” has the meaning ascribed to such term in the Credit Bid Purchase Agreement.

(l) “Confirmation Order” has the meaning ascribed to such term in the recitals hereto.

(m) “Contract” means any contract, lease, license, purchase order, sales order, indenture, note, bond, loan, instrument, obligation, promise, grant, or other agreement, arrangement, understanding or commitment, whether or not in written form, that is binding upon a Person or its property.

(n) “Conveyed” means conveyed, assigned, or sold pursuant to the Apache PSA, regardless of whether such conveyance, assignment, or bill of sale was recorded in the appropriate records of, or approved or recognized by, the applicable Governmental Authority.

(o) “Credit Bid Acquired Interests” has the meaning ascribed to such term in the recitals hereto.

(p) “Credit Bid Assumed Liabilities” has the meaning ascribed to such term in the recitals hereto.

(q) “Credit Bid Purchase Agreement” means the Purchase and Sale Agreement, [dated [•], [•], by and among FWE, [FWE Affiliates] and FWE II].

(r) “Credit Bid Transaction” has the meaning ascribed to such term in the recitals hereto.

(s) “Debtor” and “Debtors” has the meaning ascribed to such term in the recitals hereto.

(t) “Decommissioning” has the meaning ascribed to such term in the Decommissioning Agreement.

(u) “Decommissioning Agreement” has the meaning ascribed to such term clause (xix) in Part A of Schedule I attached hereto.

(v) “Effective Time” has the meaning ascribed to such term in Section 1 hereto.

(w) “Environmental Laws” means, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (“CERCLA”); the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 through 2629; the Oil Pollution Act, 33 U.S.C. § 2701 et seq.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001 et seq.; the Endangered Species Act, 16 U.S.C.



§ 1531 et seq.; and the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j, in each case as amended in effect as of the Effective Time, and all similar laws in effect as of the Effective Time of any Governmental Authority having jurisdiction over the property in question addressing pollution, protection of the environment, biological resources, Hazardous Substances, or P&A Obligations.

(x) “Environmental Liabilities” means any and all damages, remediation, obligations, liabilities, environmental response costs, costs to cure, cost to investigate or monitor, restoration costs, costs of remediation or removal, settlements, penalties, fines, and attorneys’ and consultants fees and expenses arising out of or related to any violations or non-compliance with any Environmental Laws, including any contribution obligation under CERCLA or any other Environmental Law or matters incurred or imposed pursuant to any claim or cause of action by a Governmental Authority or other Person, attributable to any environmental liabilities, any Release of Hazardous Substances, or any other environmental condition with respect to the ownership or operation of the Assets, including conditions of Facilities not in compliance with Laws promulgated by the Bureau of Ocean Energy Management (“BOEM”), the Bureau of Safety and Environmental Enforcement (“BSEE”), or the United States Coast Guard.

(y) “Facilities” means the FWE I Facilities, the Wind Down Facilities, or the Predecessor Facilities, as applicable.

(z) “Fieldwood Joint Use Property” has the meaning ascribed to such term in Section 6 hereto.

(aa) “FWE” has the meaning ascribed to such term in the recitals hereto.

(bb) “FWE I” has the meaning ascribed to such term in the recitals hereto.

(cc) “FWE I Assets” has the meaning ascribed to such term in Section 2(d) hereto.

(dd) “FWE I Cash Amount” has the meaning ascribed to such term in clause (xxiii) of Part A of Schedule I hereto.

(ee) “FWE I Contracts” has the meaning ascribed to such term in clause (x) in Part A of Schedule I attached hereto.

(ff) “FWE I Facilities” has the meaning ascribed to such term in clause (iii) in Part A of Schedule I attached hereto.

(gg) “FWE I Lands” has the meaning ascribed to such term in clause (i) in Part A of Schedule I attached hereto.

(hh) “FWE I Leases” has the meaning ascribed to such term in clause (i) in Part A of Schedule I attached hereto.

(ii) “FWE I Permits” has the meaning ascribed to such term in clause (vi) in Part A of Schedule I attached hereto.

(jj) “FWE I Obligations” has the meaning ascribed to such term in Section 2(e) hereto.

(kk) “FWE I Rights of Way” has the meaning ascribed to such term in clause (v) in Part A of Schedule I attached hereto.

(ll) “FWE I Subsidiaries” means GOM Shelf and the other entities listed on Exhibit I-I.

(mm) “FWE I Units” has the meaning ascribed to such term in clause (i) in Part A of Schedule I attached hereto.

(nn) “FWE I Wells” has the meaning ascribed to such term in clause (ii) in Part A of Schedule I attached hereto.

(oo) “FWE II” means **[insert Buyer under the Credit Bid Purchase Agreement]**.

(pp) “FWE II Retained Properties” has the meaning ascribed to such term in Part A of Schedule I attached hereto.

(qq) “FWE II Retained Properties Payables” has the meaning ascribed to such term in the Credit Bid Purchase Agreement.

(rr) “FWE III” has the meaning ascribed to such term in the recitals hereto.

(ss) “FWE III Assets” has the meaning ascribed to such term in Section 2(f) hereto.

(tt) “FWE III Obligations” has the meaning ascribed to such term in Section 2(g) hereto.

(uu) “GOM Shelf” means GOM Shelf LLC, a Delaware limited liability company.

(vv) “GOM Shelf Oil and Gas Properties” means the ownership interests held by GOM Shelf immediately prior to the closing of the transactions under the Apache PSA in (i) the oil, gas, other Hydrocarbon, and mineral leases, subleases, operating rights, record title interests, carried interests, royalties, overriding royalty interests, net profits interests, production payments, reversionary interests, and other rights or interests of any kind or character in Hydrocarbons in place and mineral interests or servitudes of every nature in, on, under, and that may be produced from or attributable to any of the lands covered by such leases, subleases, interests, and rights, whether legal or equitable, vested or contingent, and regardless of whether the same are expired or terminated, including those described on Exhibit I-A attached hereto that are identified as GOM Shelf Leases thereon (collectively, the “GOM Shelf Leases”), (ii) all pooled, communitized, or unitized acreage that includes all or part of any GOM Shelf Leases (the “GOM Shelf Units”), (iii) all tenements, hereditaments, and appurtenances belonging to the GOM Shelf Leases and the GOM Shelf Units (collectively with the GOM Shelf Leases and GOM Shelf Units, the “GOM Shelf”).

Lands”), and (iv) any and all Hydrocarbon, water, CO<sub>2</sub>, injection wells or other wells completed on, drilled from, or otherwise located, in whole or in part, on, under, or within the GOM Shelf Lands, in each case whether producing, non-producing, shut in, or permanently or temporarily Plugged and Abandoned, including the wells set forth on Exhibit I-B attached hereto that are identified as GOM Shelf Wells thereon and all wellbores spudded prior to the Effective Time located on the GOM Shelf Lands (the “GOM Shelf Wells”); for the avoidance of doubt, (x) the GOM Shelf Oil and Gas Properties shall not include any of the FWE II Retained Properties, (y) the GOM Shelf Lands shall include only the ownership interests therein held by GOM Shelf immediately prior to the closing of the transactions under the Apache PSA and the descriptions in Exhibit I-A shall reference only such ownership interests, and (z) the GOM Shelf Wells shall include only the ownership interests therein held by GOM Shelf immediately prior to the closing of the transactions under the Apache PSA and the descriptions in Exhibit I-B shall reference only such ownership interests.

(ww) “GOM Shelf Properties” means those assets or properties owned by GOM Shelf.

(xx) “Governmental Authority” means any federal, state, municipal, tribal, local, or similar governmental authority, regulatory, or administrative agency, court, or arbitral body, or any subdivision of any of the foregoing.

(yy) “Hazardous Substances” means any pollutant, contaminant, dangerous or toxic substance, hazardous or extremely hazardous substance or chemical, or otherwise hazardous material or waste defined as “hazardous waste”, “hazardous substance” or “hazardous material” under applicable Environmental Laws, including chemicals, pollutants, contaminants, wastes, or toxic substances that are classified as hazardous, toxic, radioactive, or otherwise are regulated by, or form the basis for Liability under, any applicable Environmental Law, including hazardous substances under CERCLA.

(zz) “Hydrocarbons” means oil and gas and other hydrocarbons produced or processed in association therewith (regardless of whether such item is in liquid or gaseous form), or any combination thereof, and any minerals (whether in liquid or gaseous form) produced in association therewith, including all crude oil, gas, casinghead gas, condensate, natural gas liquids, and other gaseous or liquid hydrocarbons (including ethane, propane, iso-butane, nor-butane, gasoline, and scrubber liquids) of any type and chemical composition.

(aaa) “Imbalance” means any over-production, under-production, over-delivery, under-delivery, or similar imbalance of Hydrocarbons produced from or allocated to the FWE I Assets or the FWE III Assets, as applicable, regardless of whether such over-production, under-production, over-delivery, under-delivery, or similar imbalance arises at the wellhead, pipeline, gathering system, transportation system, processing plant, or other location, including any imbalances under gas balancing or similar agreements, imbalances under processing agreements, and imbalances under gathering or transportation agreements.

(bbb) “Implementation Cost Cap” shall be an amount equal to \$[●].<sup>3</sup>

(ccc) “Interim Unpaid P&A Expenses” has the meaning ascribed to such term in clause (ix) in Part B of Schedule I attached hereto.

(ddd) “JIB Advance AR” has the meaning ascribed to such term in clause (xvi) in Part A of Schedule I attached hereto.

(eee) “Laws” means all laws (including common law), statutes, rules, regulations, ordinances, orders, decrees, requirements, judgments, and codes of Governmental Authorities.

(fff) “Merger” has the meaning ascribed to such term in the recitals hereto.

(ggg) “Obligation” means any individual liability or obligation in any of the FWE I Obligations or the FWE III Obligations; “Obligations” means, collectively, the FWE I Obligations and the FWE III Obligations.

(hhh) “P&A Obligations” means any and all obligations, liabilities, damages, losses, and claims arising out of or attributable to the payment or performance of all Plugging and Abandonment.

(iii) “Person” means any individual, corporation, partnership, limited liability company, trust, estate, Governmental Authority, or any other entity.

(jjj) “Plan Effective Date” means the date on which the [Plan of Reorganization/Confirmation Order becomes effective].

(kkk) “Plan of Merger” has the meaning ascribed to such term in the recitals hereto.

(lll) “Plan of Reorganization” has the meaning ascribed to such term in the recitals hereto.

(mmm) “Plugging and Abandonment” and “Plug and Abandon” and its derivatives mean all plugging, replugging, abandonment, re-plugging and re-abandonment, equipment removal, disposal, or restoration associated with the properties and assets included in or burdened by the FWE I Assets or the FWE III Assets, as applicable, including all plugging and abandonment, removal, dismantling, decommissioning, surface and subsurface restoration, site clearance, and disposal of the FWE I Wells, the Wind Down Wells, or the Predecessor Wells, as applicable, or the FWE I Facilities, the Wind Down Facilities, and the Predecessor Facilities, as applicable, well cellars, fixtures, platforms, caissons, flowlines, pipelines, structures, and personal property of whatever kind located on or under, related to, or associated with operations and activities conducted by whomever with respect to each of the FWE I Assets and the FWE III Assets, as applicable, the flushing, pickling, burial, removal, and capping of all associated flowlines, field

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<sup>3</sup> Note to Draft: Implementation Costs Cap amount to be inserted once determined in accordance with Section 4 of the Apache Term Sheet Implementation Agreement.

transmission and gathering lines, pit closures, the restoration of the surface, site clearance, any disposal of related waste materials and Hazardous Substances and obligations to obtain plugging exceptions for any of the FWE I Wells, the Wind Down Wells, and the Predecessor Wells, as applicable, with a current plugging exception, all in accordance with all applicable Laws, the terms and conditions of each of the FWE I Leases, the Wind Down Leases, and the Predecessor Leases, as applicable, or similar leasehold interests, beneficial interests, easements and the FWE I Leases, the Wind Down Leases, and the Predecessor Leases, as applicable.

(nnn) “Predecessor Assets” has the meaning ascribed to such term in Section 2(f) hereto.

(ooo) “Predecessor Contracts” has the meaning ascribed to such term in clause (x) in Part A of Schedule III attached hereto.

(ppp) “Predecessor Facilities” has the meaning ascribed to such term in clause (iii) in Part A of Schedule III attached hereto.

(qqq) “Predecessor Lands” has the meaning ascribed to such term in clause (i) in Part A of Schedule III attached hereto.

(rrr) “Predecessor Leases” has the meaning ascribed to such term in clause (i) in Part A of Schedule III attached hereto.

(sss) “Predecessor Obligations” has the meaning ascribed to such term in Section 2(g) hereto.

(ttt) “Predecessor Oil and Gas Properties” has the meaning ascribed to such term in clause (ii) in Part A of Schedule III attached hereto.

(uuu) “Predecessor Permits” has the meaning ascribed to such term in clause (vi) in Part A of Schedule III attached hereto.

(vvv) “Predecessor Rights of Way” has the meaning ascribed to such term in clause (v) in Part A of Schedule III attached hereto.

(www) “Predecessor Suspense Funds” has the meaning ascribed to such term in clause (xvii) in Part A of Schedule III attached hereto.

(xxx) “Predecessor Units” has the meaning ascribed to such term in clause (i) in Part A of Schedule III attached hereto.

(yyy) “Predecessor Wells” has the meaning ascribed to such term in clause (ii) in Part A of Schedule III attached hereto.

(zzz) “Prepaid JIB Cash Amount” has the meaning ascribed to such term in clause (xvi) in Part A of Schedule I attached hereto.

(aaaa) “Proprietary Seismic Data” means any and all proprietary Seismic Data owned (but not licensed) by FWE related to the FWE I Assets and/or the FWE III Assets.

(bbbb) “Records” means all books, records, files, data, information, drawings, maps, corporate, financial, tax, and legal data and records to the extent (and only to the extent) related to the FWE I Assets, the FWE I Obligations, the FWE III Assets, and/or the FWE III Obligations, as applicable, including electronic copies of all computer records where available, contract files, lease files, well logs, division order files, title opinions and other title information (including abstracts, evidences of rental payments, maps, surveys, and data sheets), hazard data and surveys, production records, SEMS Documentation and Procedures, Proprietary Seismic Data, engineering files, and environmental records.

(cccc) “Release” means any discharge, emission, spilling, leaking, pumping, pouring, injecting, dumping, burying, leaching, migrating, abandoning, or disposing into or through the environment of any Hazardous Substance, including the abandonment or discarding of barrels, containers, and other closed receptacles containing any Hazardous Substance.

(dddd) “Royalties” means all rentals, minimum royalties, shut in payments, royalties, overriding royalties, reversionary interests, net profits interests, production payments, carried interests, non-participating royalty interests, reversionary interests, and other royalty burdens and other interests payable out of production of Hydrocarbons from or allocated to the FWE I Oil and Gas Properties, the GOM Shelf Oil and Gas Properties, the Wind Down Oil and Gas Properties, or the Predecessor Oil and Gas Properties, as applicable, or the proceeds thereof to third parties.

(eeee) “Seismic Data” means any and all seismic, geological, geochemical, and geophysical data (including core and fluid samples and other engineering, geological, and/or geophysical studies (including seismic data, studies, and information)), all licensed or proprietary or confidential geologic, seismic, geophysical, and interpretative data, records, and analyses, including any and all interpretations, derivative data, and other work products of any of the foregoing, and other similar information and records, in each case relating to the Assets or the regional area surrounding the Assets.

(ffff) “SEMS Documentation and Procedures” means all documents and procedures in place by FWE to comply with BSEE’s Safety and Environmental Management System (SEMS) 30 CFR 250 Subpart S with respect to the FWE I Assets and/or the FWE III Assets.

(gggg) “Standby Facility” means a secured line of credit to be provided by Apache to FWE I and GOM Shelf to fund the ongoing Plugging and Abandonment of the Legacy Apache Properties (as such term is defined in the FWE I LLC Agreement) and the GOM Shelf Properties, which shall become available to advance funds to FWE I and for use in accordance with the Standby Credit Facility Documents. The Standby Facility shall be secured by a first-priority lien on all the assets of FWE I (including all of the equity interests of GOM Shelf) and on all the GOM Shelf Properties, provided that such lien shall also secure the obligations of FWE I to Apache under the Decommissioning Agreement.



(hhhh) “Standby Credit Facility Documents” means the Standby Loan Agreement, to be entered into promptly after the Effective Time, by and between FWE I and GOM Shelf, as borrowers, and Apache, as lender, and all of the other agreements, documents, and instruments related thereto governing or setting forth terms and conditions of the Standby Facility or of the loans/borrowings made thereunder.

(iiii) “Suspense Funds” means any and all funds held in suspense by FWE at the Effective Time, and any interest accrued in escrow accounts for such suspended funds.

(jjjj) “TBOC” has the meaning ascribed to such term in the recitals hereto.

(kkkk) “Wind Down Assets” has the meaning ascribed to such term in Section 2(f) hereto.

(llll) “Wind Down Contracts” has the meaning ascribed to such term in clause (x) in Part A of Schedule II attached hereto.

(mmmm) “Wind Down Facilities” has the meaning ascribed to such term in clause (iii) in Part A of Schedule II attached hereto.

(nnnn) “Wind Down Lands” has the meaning ascribed to such term in clause (i) in Part A of Schedule II attached hereto.

(oooo) “Wind Down Leases” has the meaning ascribed to such term in clause (i) in Part A of Schedule II attached hereto.

(pppp) “Wind Down Obligations” has the meaning ascribed to such term in Section 2(g) hereto.

(qqqq) “Wind Down Oil and Gas Properties” has the meaning ascribed to such term in clause (ii) in Part A of Schedule II attached hereto.

(rrrr) “Wind Down Permits” has the meaning ascribed to such term in clause (vi) in Part A of Schedule II attached hereto.

(ssss) “Wind Down Rights of Way” has the meaning ascribed to such term in clause (v) in Part A of Schedule II attached hereto.

(tttt) “Wind Down Suspense Funds” has the meaning ascribed to such term in clause (xvii) in Part A of Schedule II attached hereto.

(uuuu) “Wind Down Units” has the meaning ascribed to such term in clause (i) in Part A of Schedule II attached hereto.

(vvvv) “Wind Down Wells” has the meaning ascribed to such term in clause (ii) in Part A of Schedule II attached hereto.

8. Choice of Law. This Plan of Merger shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Texas and without regard to any borrowing statute that would result in the application of the statutes of limitations or repose of any other jurisdiction. In furtherance of the foregoing, the laws of the State of Texas will control even if under such jurisdiction's choice of law or conflict of law analysis, the substantive or procedural law of some other jurisdiction would ordinarily or necessarily apply.

9. FWE III Obligation to Pay Recording Expenses. Subject to the Implementation Costs Cap, FWE III shall, and shall cause its debtor affiliates in the Chapter 11 Cases to, on the Plan Effective Date, provide for the payment of any and all documentary, filing, recording, stamp, and registration fees, costs, taxes, and expenses (including all reasonable and documented attorneys' fees and regulatory consultant fees) incurred or imposed after the Effective Time in connection with the filing of record by or on behalf of FWE I or GOM Shelf of any instrument or instruments with the appropriate records office of any county, parish, state, federal, or other governmental unit (including BOEM) that may be required in connection with the implementation of the Merger or that either FWE I or GOM Shelf determines in its respective sole discretion to be necessary or appropriate to reflect in the appropriate records of any governmental unit that as a result of the Merger (a) ownership of the FWE I Assets have been allocated to and are vested in FWE I (and to the extent appropriate to reflect ownership of the GOM Shelf Properties in GOM Shelf), and (b) the liabilities and obligations to be allocated to and vested in, respectively, FWE I or FWE III pursuant to the Merger have been allocated to and vested in, and constitute liabilities and obligations of, FWE I and FWE III, respectively (collectively, the "Implementation Costs"). For the avoidance of doubt, the documentary, filing, recording, stamp, and registration fees of FWE I or GOM Shelf shall include such costs and expenses required to file or to cause to be filed of record in the records office, as determined by Apache to be appropriate, of any county, parish, state, federal, or other governmental unit (including BOEM) of the mortgages, security interests, and similar security documentation as is contemplated by the Standby Facility and the Standby Facility Documents to secure the obligations of FWE I and GOM Shelf thereunder. Any Implementation Costs that exceed the Implementation Costs Cap shall be the sole responsibility of and paid for by FWE I.

10. Interpretation. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. As used herein, the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation" and will not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it. Words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Plan of Merger as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. All Exhibits and Schedules annexed hereto or referred to in this Plan of Merger are hereby incorporated in and made a part of this Plan of Merger as if set forth in full in this Plan of Merger, and definitions therein shall apply herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein will be defined as set forth in this Plan of Merger, and vice-versa. A reference to any legislation or to any provision of any legislation shall include any modification or re-enactment thereof, any legislative provision substituted therefor, and all regulations and statutory instruments issued thereunder or pursuant thereto.

11. Rejected Contracts. Any Contract rejected pursuant to Section 365 of the Bankruptcy Code in the Chapter 11 Cases shall be deemed to be excluded and removed from any Exhibit or Schedule attached hereto, and any such Contract shall not be allocated to any of FWE I or FWE III, and any liabilities or obligations of such Contract shall be treated in accordance with the Plan of Reorganization and Confirmation Order or otherwise satisfied, compromised, settled, released, or discharged pursuant to the Plan of Reorganization and Confirmation Order.

\* \* \* \* \*

IN WITNESS WHEREOF, the undersigned has duly executed this Plan of Merger as of the date first written above.

**FIELDWOOD ENERGY LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Name:  
Title:

**Exhibit A**

**Certificate of Merger**

[see attached]

**Exhibit B**

**Certificate of Formation – FWE I**

[see attached]



## Schedule I<sup>4</sup>

### FWE I Assets and FWE I Obligations

#### Part A:

“FWE I Assets” means all of FWE’s right, title, and interest in, to, or under the following, less and except any FWE II Retained Properties:

(i) the ownership interests Conveyed<sup>5</sup> to FWE pursuant to the Apache PSA in the oil, gas, other Hydrocarbon, and mineral leases, subleases, operating rights, record title interests, carried interests, royalties, overriding royalty interests, net profits interests, production payments, reversionary interests, and other rights or interests of any kind or character in or to Hydrocarbons in place and mineral interests or servitudes of every nature, in, on, under, and that may be produced from or attributable to any of the lands covered by such leases, subleases, interests, and rights, whether legal or equitable, vested or contingent, and regardless of whether the same are expired or terminated, including those described on Exhibit I-A attached hereto that are identified as FWE I Leases thereon (collectively, the “FWE I Leases”), together with all pooled, communitized, or unitized acreage that includes all or part of any of the FWE I Leases (the “FWE I Units”), and all tenements, hereditaments, and appurtenances belonging to the FWE I Leases and the FWE I Units (collectively with the FWE I Leases and FWE I Units, the “FWE I Lands”); for the avoidance of doubt, the FWE I Lands shall only include the ownership interests therein Conveyed to FWE pursuant to the Apache PSA and the descriptions in Exhibit I-A shall only reference such ownership interests;

(ii) the ownership interests Conveyed to FWE pursuant to the Apache PSA in any and all Hydrocarbon, water, CO<sub>2</sub>, injection, disposal wells or other wells completed on, drilled from, or otherwise located, in whole or in part,<sup>6</sup> on, under, or within the FWE I Lands, in each case whether producing, non-producing, shut in, or temporarily or permanently Plugged and Abandoned, including the wells set forth on Exhibit I-B attached hereto that are identified as FWE I Wells thereon and all wellbores spudded prior to the Effective Time located on the FWE I Lands (the “FWE I Wells” and, together with the FWE I Leases and the FWE I Units, but excluding the FWE II Retained Properties, the “FWE I Oil and Gas Properties”); for the avoidance of doubt, the FWE I Wells shall only include the ownership interests therein Conveyed to FWE pursuant

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<sup>4</sup> **Note to Draft:** In the event an asset not included on the schedules hereto is identified after the parties have agreed to the final form of this Plan of Merger, but prior to the Effective Time, subject to the agreement of the parties, the applicable schedule shall be updated to include and provide for the allocation of such asset.

<sup>5</sup> **Note to Draft:** Any additional interests in the FWE I Assets acquired by FWE other than under the Apache PSA (“Add-On Interests”) are to be identified by FWE and if, upon being identified, Apache agrees to the inclusion of such interest in the FWE I Assets Schedule I will be modified to include such interests and if Apache does not agree then such interests will be allocated to and vested in FWE III to the extent held by FWE as of the Effective Time.

<sup>6</sup> **Note to Draft:** FWE to confirm whether there are any wells that are not Legacy Apache Properties that would otherwise fall within this description, and, if so, expressly exclude those wells and allocate them to FWE III.

to the Apache PSA and the descriptions in Exhibit I-B shall only reference such ownership interests;

(iii) all platforms and facilities, including all associated processing systems, buildings, compressors, meters, tanks, machinery, tools, personal property, equipment (including spars, trees, PLETs, jumpers, flowlines, risers, umbilicals, control assemblies, and production handling equipment), pipelines, gathering lines, water lines, tank batteries, pipeline capacity, other water gathering, transportation, or disposal infrastructure and equipment, frac tanks, ponds, metering facilities, interconnections, and other inventory, boats, vehicles, fixtures, improvements, and other property (whether real, immovable, personal, movable, mixed or otherwise) that (a) are located on or appurtenant to any of the FWE I Leases, the FWE I Lands, the FWE I Rights of Way, the FWE I Wells, or the GOM Shelf Oil and Gas Properties, (b) are used or held for use in whole or in part in connection with any of the FWE I Wells or the GOM Shelf Wells and the operation of any of the FWE I Leases, or the GOM Shelf Leases (whether located on or appurtenant to any of the FWE I Leases, the FWE I Lands, the FWE I Rights of Way, the FWE I Wells, the GOM Shelf Leases, the GOM Shelf Lands, the GOM Shelf Wells, or stored at a different location (onshore or offshore)), or (c) were acquired by FWE pursuant to the Apache PSA, but in such event only as to the interests so acquired by FWE under and pursuant to such Apache PSA, and such flowlines, pipelines, gathering lines, and/or pipeline capacity that either (1) are used or held for use in whole or in part in connection with any of the FWE I Leases, the FWE I Wells or the FWE I Units operations or the production, transportation, or processing of Hydrocarbons produced from any of the FWE I Oil and Gas Properties, or (2) were acquired by FWE pursuant to the Apache PSA, but in such event only as to the interests so acquired by FWE under and pursuant to such Apache PSA, including all platforms identified on Exhibit I-C(i) attached hereto and all facilities identified on Exhibit I-C(ii) attached hereto (the “FWE I Facilities”);

(iv) the Proprietary Seismic Data and licensed Seismic Data relating, in whole or in part, to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties;<sup>7</sup>

(v) all surface fee interests, easements, right-of-use easements, licenses, servitudes, rights-of-way, surface leases, authorizations, permits, and other rights to use the surface or seabed appurtenant to, and held for use in whole or in part in connection with, the ownership or operation of any or all of the GOM Shelf Oil and Gas Properties or any or all of the properties, rights, titles, and interests described in clauses (i) through (iii) and (vi) of this Schedule I, Part A, but only to the extent such either (i) are used or held for use exclusively in connection with the ownership or operation of such properties, rights, titles, and interests, or (ii) were acquired by FWE pursuant to the Apache PSA, but in such event only as to the interests so acquired by FWE under and pursuant to such Apache PSA, including the property described on Exhibit I-D(i) attached hereto and Exhibit I-D(ii) attached hereto (the “FWE I Rights of Way”);

(vi) all environmental and other governmental (whether federal, state, or local) permits (including all plans filed with or approved by applicable Government Authorities), licenses, orders, authorizations, franchises, and related instruments or rights to the extent relating in whole or in part to the ownership, operation, or use of any or all of the GOM Shelf Oil and Gas Properties

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<sup>7</sup> **Note to Draft:** No proprietary seismic (remains under review).

or any or all of the properties, rights, titles, and interests described in clauses (i) through (iii), (v) and (viii) of this Schedule I, Part A (the “FWE I Permits”);<sup>8</sup>

(vii) Service Agreement, dated April 1, 2015, applicable to Firm Transportation Service under FT-2 Rate Schedule by and between Discovery Gas Transmission LLC as Transporter and Fieldwood Energy LLC as Shipper;

(viii) all Hydrocarbons in, on, under, or that may be produced from or attributable to the FWE I Leases, the FWE I Units, or the FWE I Wells, including all oil, condensate, and scrubber liquids inventories and ethane, propane, iso-butane, nor-butane, and gasoline inventories of FWE from the FWE I Oil and Gas Properties in storage or constituting linefill and Imbalances;

(ix) the FCC licenses associated with the call signs listed on Exhibit I-E attached hereto;<sup>9</sup>

(x) all contracts, agreements, leases, licenses, commitments, sales and purchase orders, and other instruments that relate, in whole or in part, to the ownership or operation of any or all of the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties (and including any insurance contract if such insurance contract provides coverage for any incident that occurs on any FWE I Asset(s) or the GOM Shelf Oil and Gas Properties at, before, or after the Effective Time, but excluding all derivative or hedge agreements (including any ISDAs) or rights thereunder) or any other properties, rights, titles, and interests described in the clauses of this Schedule I, Part A, including operating agreements, unitization, pooling, and communitization agreements, declarations and orders, area of mutual interest agreements, exploration agreements, joint venture agreements, farmin and farmout agreements, exchange agreements, purchase and sale agreements, and other contracts relating to the FWE I Assets (but expressly excluding any such agreements pursuant to which FWE acquired interests in or to any other FWE I Assets in addition to the rights, title, and interests acquired by FWE under the Apache PSA), transportation agreements, agreements for the sale and purchase of Hydrocarbons, processing agreements, and service agreements (together with the agreements referenced in clause (xxii) below), including the contracts listed on Exhibit I-F attached hereto (the “FWE I Contracts”);

(xi) originals of the Records that relate, in whole or in part, to any one or more of the FWE I Assets, the FWE I Obligations, or the GOM Shelf Oil and Gas Properties (whether or not such Records also relate to any one or more of the FWE III Obligations or the FWE III Assets);

(xii) inventory, equipment, machinery, tools, and other personal property, to the extent located on the FWE I Facilities or, if located elsewhere, used or held for use, in whole or part, in connection with the FWE I Oil and Gas Properties, the FWE I Facilities, or the GOM Shelf Oil and Gas Properties, or charged to the joint account pursuant to the applicable FWE I Contracts, including those items listed on Exhibit I-G attached hereto;

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<sup>8</sup> **Note to Draft:** To be determined if there are Permits used for the FWE I Assets and also FWE III such that FWE III will need to obtain its own permits.

<sup>9</sup> **Note to Draft:** To include licenses for GOM Shelf if not held by GOM Shelf directly. FWE confirming there are only 5 licenses relating to all of the FWE I and GOM Shelf properties.

(xiii) FWE-owned SCADA equipment and all automation systems, including meters and related telemetry, licensed radio frequencies, and associated communications infrastructure including towers, antennas, data links, and network circuits used or held for use, in whole or in part, in connection with the FWE I Oil and Gas Properties, the FWE I Facilities, or the GOM Shelf Oil and Gas Properties, or for the production of Hydrocarbons therefrom;

(xiv) all deposits with third parties, escrow accounts, guarantees, letters of credit, treasury securities, insurance policies relating, in whole or in part, to the FWE I Assets, surety bonds, all Oil Spill Financial Responsibility coverage (whether consisting of one or more insurance policies) and other forms of credit assurances or credit support provided by a third party for the benefit of FWE for financial assurance for the obligations and liabilities arising out of or related to the FWE I Assets, the GOM Shelf Oil and Gas Properties, or GOM Shelf, including the Plugging and Abandonment Obligations arising out of or related to the FWE I Assets or the GOM Shelf Oil and Gas Properties, including those items listed on Exhibit I-H attached hereto;

(xv) all agreements and memberships relating, in whole or in part, to well containment/control, clean-up of spills, or other pollution, or the gathering of data relating to certifications required to be made to Governmental Authorities with respect to the FWE I Assets or GOM Shelf Oil and Gas Properties;<sup>10</sup>

(xvi) all (i) accounts receivable as of the Effective Time associated with the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties other than the Closing Accounts Receivable, (ii) instruments and general intangibles (as such terms are defined in the Uniform Commercial Code of the applicable jurisdictions in which the FWE I Oil and Gas Properties or GOM Shelf Oil and Gas Properties to which such assets relate are located) and other economic benefits in each case attributable to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties (excluding only the Closing Accounts Receivable); *provided*, that, for the avoidance of doubt, nothing in the preceding clauses (i) or (ii) shall be interpreted to limit the scope of "Closing Accounts Receivable" as that term is defined in the Credit Bid Purchase Agreement, (iii) claims of indemnity, contribution, or reimbursement of FWE or of GOM Shelf, in each case, relating to the FWE I Obligations or obligations of GOM Shelf, (iv) Imbalances receivables of FWE or of GOM Shelf, in each case, attributable to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties, (v) rights to insurance proceeds or other claims of recovery, indemnity, contribution, or reimbursement of FWE attributable to the FWE I Assets or the GOM Shelf Oil and Gas Properties due to casualty or other damage or destruction of or to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties, (vi) cash in the amount of advance payments on account of third party working interest owners in the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties ("Prepaid JIB Cash Amount"), to the extent such Prepaid JIB Cash Amount is associated with FWE I Obligations, and (vii) rights to receive and collect cash and advance payments pursuant to cash calls associated with the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties ("JIB Advance AR"), to the extent such JIB Advance AR is associated with FWE I Obligations;

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<sup>10</sup> **Note to Draft:** There are not any memberships that are specific to the FWE I Assets; may need new agreements. Under further review.

(xvii) all Suspense Funds (i) of FWE to the extent attributable to any of the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties, and (ii) of GOM Shelf (collectively, “FWE I Suspense Funds”);

(xviii) all equity interests set forth on Exhibit I-I (“FWE I Subsidiaries”);

(xix) the Decommissioning Agreement, dated as of September 30, 2013, by and among Apache Corporation, Apache Shelf, Inc., Apache Deepwater LLC, Apache Shelf Exploration LLC, FWE and GOM Shelf LLC, as amended by (i) the First Amendment thereto, dated as of September 30, 2013, (ii) the Second Amendment thereto, dated as of September 30, 2013, (iii) the Third Amendment thereto, dated effective as of April 25, 2017, (iv) the Fourth Amendment thereto dated effective as of September 1, 2017, as amended by that certain Letter Agreement, dated January 3, 2018, and (v) the Fifth Amendment thereto, dated effective as of April 11, 2018 (the “Decommissioning Agreement”);

(xx) the Apache PSA and the transaction documents entered into in connection with the consummation of the transactions contemplated thereby, including the Joint Exploration Agreement (as defined in the Apache PSA), the Master Facilities Use, Access, Production Handling and Transportation Agreement (as defined in the Apache PSA), and the Fully Paid Up Turnkey Removal Contract (as defined in the Apache PSA);

(xxi) all rights **[to the BOEM qualification held by FWE immediately prior to the Effective Time and its BOEM operator number (GOM #3295), and]**<sup>11</sup> all area-wide operator bonds, supplemental bonds, or other securities, or any authorization or permission from, the BOEM, BSEE, or any other Governmental Authority, held by FWE (a) in whole or in part for any FWE I Assets (which, for the avoidance of doubt, include all rights of FWE in any area-wide bonds)<sup>12</sup> or (b) with respect to GOM Shelf, in whole or in part for any of the GOM Shelf Oil and Gas Properties;

(xxii) beneficial ownership of The Trust established by that certain Fieldwood Decommissioning Trust A Trust Agreement dated September 30, 2013;

(xxiii) cash in an amount (the “FWE I Cash Amount”) equal to \$50.0 million minus the sum of (a) the actual cash expenditures paid by FWE for Plugging and Abandonment costs and expenses on the FWE I Assets between the filing on August 3, 2020 of the Chapter 11 Cases and the Effective Time and (b) the actual cash payments made by FWE between January 4, 2021 and the Effective Time to the individual engaged as the sole manager of FWE I;

(xxiv) the Fieldwood Joint Use Properties as specified in Section 6 of the Plan of Merger; and

<sup>11</sup> **Note to Draft:** Now that FWE I is no longer the surviving entity under the divisive merger, to confirm whether BOEM qualification will be permitted to “vest” in FWE I or whether FWE I will be required to obtain its own qualification separate from FWE’s qualification (which will inure to FWE III instead).

<sup>12</sup> **Note to Draft:** to confirm if area-wide bonds will be permitted to be split between FWE I and FWE III per the divisive merger. If not and FWE I gets such bonds, then FWE III may need to post its own separate area-wide bonds. Who will pay for such?



(xxv) the specific interests in and to the wells, pipelines, platforms, and facilities set forth on Exhibit I-K which were acquired or assumed by FWE as a result of co-owner actions under applicable joint or unit operating agreements or as a result of a recalculation determined in accordance with the terms of a FWE I Contract, and such interests will be deemed to be included in the FWE I Leases, FWE I Units, FWE I Lands, FWE I Wells, FWE I Facilities, and FWE I Rights-of-Way, as applicable.<sup>13</sup>

For the avoidance of doubt, the FWE I Assets do not include any of the leases, rights of way, or other assets specified in Exhibit I-J<sup>14</sup> attached hereto (such assets, collectively, the “FWE II Retained Properties”), which FWE II Retained Properties were conveyed to FWE II pursuant to the Credit Bid Purchase Agreement, and the FWE I Obligations shall not include any obligations attributable to such FWE II Retained Properties.

#### Part B:

“FWE I Obligations” means (A) all of the obligations and liabilities (contractual or otherwise) of FWE, without duplication, of any kind, character, or description (whether known or unknown, accrued, absolute, contingent, or otherwise) relating to, arising out of, or with respect to any of the FWE I Assets, the GOM Shelf Oil and Gas Properties, or FWE I’s ownership interest in GOM Shelf, including obligations and liabilities of FWE: (i) relating to the furnishing of makeup gas according to the terms of applicable gas sales, gathering, or transportation FWE I Contracts and all obligations with respect to Imbalances arising out of, related to, or attributable to FWE I’s ownership interests in any of the FWE I Oil and Gas Properties or in GOM Shelf; (ii) with respect to Royalties arising out of, related to, or attributable to any of the FWE I Oil and Gas Properties, FWE I Suspense Funds, and Prepaid JIB Cash Amounts, including any reporting and/or mis-reporting, and payment and/or mis-payment of such Royalties, FWE I Suspense Funds, or Prepaid JIB Cash Amounts; (iii) constituting or related to Environmental Liabilities arising out of, related to, or attributable to any of the FWE I Assets; (iv) applicable to or imposed on the lessee, owner, operator, holder, responsible party, payor or designated applicant under or with respect to any of the FWE I Assets or GOM Shelf Oil and Gas Properties; (v) constituting or relating to any and all P&A Obligations related to FWE I’s or GOM Shelf’s, as the case may be, ownership interests in, or operation of, any of the FWE I Assets or GOM Shelf Oil and Gas Properties; (vi) relating to the FWE I Suspense Funds; (vii) relating to the Decommissioning Agreement and the Decommissioning obligations thereunder; (viii) relating to the Apache PSA or any of the agreements entered into in connection with the consummation of the transactions contemplated

<sup>13</sup> **Note to Draft:** If the parties agree to include Add-On Interests in the FWE I Assets, Exhibit I-K will be added to specifically identify the interests agreed upon to be included. If the parties do not agree to include Add-On Interests in the FWE I Assets, item (xxv) will be deleted.

<sup>14</sup> **Note to Draft:** Exhibit I-J should list as FWE II Retained Properties the properties included in the fields which are identified to be owned and operated by FWE II on Schedule A to the Term Sheet dated July 31, 2020. **[NTD: per HAK]** FWE to confirm these properties consist of only the following properties: Oil and Gas Lease bearing Serial No. OCS-G 21685 covering South Timbalier 308, Oil and Gas Lease bearing Serial No. OCS-G24987 covering South Timbalier 287, Oil and Gas Lease bearing Serial No. OCS-G10687 covering Vermilion 287, Oil and Gas Lease bearing Serial No. OCS-G09522 covering Vermilion 363, Oil and Gas Lease bearing Serial No. OCS-G09524 covering Vermilion 371, Oil and Gas Lease bearing Serial No. OCS-G04421 covering Vermilion 78, Right of Way bearing Serial No. OCS-G29427 for Pipeline Segment No. 20278 pertaining to South Timbalier 308, and Right of Way bearing Serial No. OCS-G15047 for Pipeline Segment No. 10675 pertaining to Vermilion 371].



thereby, including the Joint Exploration Agreement (as defined in the Apache PSA), the Master Facilities Use, Access, Production Handling and Transportation Agreement (as defined in the Apache PSA), and the Fully Paid Up Turnkey Removal Contract (as defined in the Apache PSA); and (ix) expenses incurred by FWE for Plugging and Abandonment costs and expenses on the FWE I Assets between the filing on August 3, 2020, of the Chapter 11 Cases and the Effective Time to the extent not paid as of the Effective Time (such incurred but unpaid expenses, the “Interim Unpaid P&A Expenses”); and (B) the obligations of FWE I under Section 3(b)(i) of the Plan of Merger; provided, however, that, subject to the foregoing clause (B), the FWE I Obligations do not include (1) any of the FWE III Obligations, (2) any of the Credit Bid Assumed Liabilities, (3) obligations for personal injury or damage to property arising from the ownership or operation of any property that is not included in the FWE I Assets or GOM Shelf Oil and Gas Properties, and (4) any claims, liabilities, or obligations satisfied, compromised, settled, released, or discharged pursuant to the Plan of Reorganization and Confirmation Order.

## Schedule II<sup>15</sup>

### Wind Down Assets and Wind Down Obligations

#### Part A:

“Wind Down Assets” means all of FWE’s right, title, and interest in, to, or under the following, subject to Section 6 of the Plan of Merger:

(i) the oil, gas, other Hydrocarbon, and mineral leases, subleases, operating rights, record title interests, carried interests, royalties, overriding royalty interests, net profits interests, production payments, reversionary interests, and other rights or interests of any kind or character in and to Hydrocarbons in place and mineral interests or servitudes of every nature, in, on, under, and that may be produced from or attributable to any of the lands covered by the leases, subleases, interests, and rights described on Exhibit II-A attached hereto, whether legal or equitable, vested or contingent, and regardless of whether the same are expired or terminated (collectively, the “Wind Down Leases”), together with all pooled, communitized, or unitized acreage that includes all or part of any of the Wind Down Leases (the “Wind Down Units”), and all tenements, hereditaments, and appurtenances belonging to the Wind Down Leases and the Wind Down Units (collectively with the Wind Down Leases and Wind Down Units, the “Wind Down Lands”);

(ii) any and all Hydrocarbon, water, CO<sub>2</sub>, injection, disposal wells or other wells located on, under, or within the Wind Down Lands described on Exhibit II-B attached hereto, in each case whether producing, non-producing, shut-ins, or temporarily or permanently Plugged and Abandoned, including the wells set forth on Exhibit II-B attached hereto and all wellbores spudded prior to the Effective Time located on the Wind Down Lands (the “Wind Down Wells” and, together with the Wind Down Leases and Wind Down Units, the “Wind Down Oil and Gas Properties”);

(iii) all platforms and facilities, including all associated processing systems, buildings, compressors, meters, tanks, machinery, tools, personal property, equipment (including spars, trees, PLETs, jumpers, flowlines, risers, umbilicals, control assemblies, and production handling equipment), pipelines, gathering lines, water lines, tank batteries, pipeline capacity, other water gathering, transportation, or disposal infrastructure and equipment, frac tanks, ponds, metering facilities, interconnections, and other inventory, boats, vehicles, fixtures, improvements, and other property (whether real, immovable, personal, movable, and mixed or otherwise) that is located on or appurtenant to any of the Wind Down Leases, the Wind Down Lands, the Wind Down Rights of Way, or the Wind Down Wells or used or held for use exclusively in connection with any of the Wind Down Wells and the operation of any of the Wind Down Leases (whether located on or appurtenant to any of the Wind Down Leases, the Wind Down Lands, the Wind Down Rights of Way, or the Wind Down Wells, or stored at a different location (onshore or offshore)), and such flowlines, pipelines, gathering lines, and/or pipeline capacity that are used or held for use exclusively in connection with any of the Wind Down Leases, the Wind Down

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<sup>15</sup> **Note to Draft:** In the event an asset not included on the schedules hereto is identified after the parties have agreed to the final form of this Plan of Merger, but prior to the Effective Time, subject to the agreement of the parties, the applicable schedule shall be updated to include and provide for the allocation of such asset.

Wells, or the Wind Down Units operations or the production, transportation, or processing of Hydrocarbons produced from any of the Wind Down Oil and Gas Properties, including all platforms identified on Exhibit II-C(i) attached hereto and all facilities identified on Exhibit II-C(ii) attached hereto, but excluding any FWE I Facilities (the “Wind Down Facilities”);

(iv) Proprietary Seismic Data and licensed Seismic Data relating exclusively to the Wind Down Oil and Gas Properties;

(v) all surface fee interests, easements, right-of-use easements, licenses, servitudes, rights-of-way, surface leases, authorizations, permits, and other rights to use the surface or seabed appurtenant to, and used or held for use exclusively in connection with, the ownership or operation of any or all of the properties, rights, titles, and interests described in clauses (i) through (iii) and (vi) of this Schedule II, Part A, including the property described on Exhibit II-D(i) attached hereto and Exhibit II-D(ii) attached hereto (the “Wind Down Rights of Way”);

(vi) all environmental and other governmental (whether federal, state, or local) permits (including all plans filed with or approval by applicable Governmental Authorities), licenses, orders, authorizations, franchises, and related instruments or rights relating exclusively to the ownership, operation, or use of the properties, rights, titles, and interests described in clauses (i) through (iii), (v) and (viii) of this Schedule II, Part A (the “Wind Down Permits”);

(vii) all transportation agreements described on Exhibit II-F attached hereto;<sup>16</sup>

(viii) all Hydrocarbons in, on, under, or that may be produced from or attributable to the Wind Down Leases, the Wind Down Units, or the Wind Down Wells, including all oil, condensate, and scrubber liquids inventories and ethane, propane, iso-butane, nor-butane, and gasoline inventories of FWE from the Wind Down Oil and Gas Properties in storage or constituting linefill and Imbalances;

(ix) the FCC licenses associated with the call signs listed on Exhibit II-E attached hereto;

(x) all contracts, agreements, leases, licenses, commitments, sales and purchase orders, and other instruments that relate exclusively to the ownership or operation of any or all of the Wind Down Oil and Gas Properties or any other properties, rights, titles, and interests described in the clauses of this Schedule II, Part A, including operating agreements, unitization, pooling, and communitization agreements, declarations and orders, area of mutual interest agreements, exploration agreements, joint venture agreements, farmin and farmout agreements, exchange agreements, purchase and sale agreements, and other contracts in which FWE acquired interests in any other Wind Down Assets, transportation agreements, agreements for the sale and purchase of Hydrocarbons, processing agreements, and service agreements, including the contracts listed on Exhibit II-F attached hereto (the “Wind Down Contracts”);

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<sup>16</sup> **Note to Draft:** To be determined if any FERC regulated transportation agreements need FERC waivers.

(xi) originals of the Records that relate solely to the Wind Down Assets or the Wind Down Obligations, or both, and copies of the Records that constitute FWE I Assets or Predecessor Assets and also relate to either or both of the Wind Down Assets or the Wind Down Obligations;

(xii) inventory, equipment, machinery, tools, and other personal property, to the extent located on the Wind Down Facilities or, if located elsewhere, used or held for use exclusively in connection with the Wind Down Oil and Gas Properties or the Wind Down Facilities or charged to the joint account pursuant to the applicable Wind Down Contracts, including those items listed on Exhibit II-G attached hereto;

(xiii) FWE-owned SCADA equipment and all automation systems, including meters and related telemetry, licensed radio frequencies, and associated communications infrastructure including towers, antennas, data links, and network circuits used or held for use exclusively in connection with the Wind Down Oil and Gas Properties and the Wind Down Facilities or for the production of Hydrocarbons therefrom;

(xiv) all cash (subject to the obligation of FWE to deliver the FWE I Cash Amount, the FWE I Suspense Funds, and the Prepaid JIB Cash Amount to FWE I), and all third party deposits, escrow accounts, guarantees, letters of credit, treasury securities, surety bonds, and other forms of credit assurances or credit support provided by a third party for the benefit of FWE for financial assurance for the obligations and liabilities arising out of or related to any other Wind Down Assets (but not also in part any FWE I Assets), including the Plugging and Abandonment Obligations arising out of or related to any other Wind Down Assets (but not also in part any FWE I Assets);

(xv) all agreements and memberships relating exclusively to well containment/control, clean-up of spills, or other pollution, or the gathering of data relating to certifications required to be made to Governmental Authorities with respect to the Wind Down Assets; and

(xvi) all (i) accounts receivable attributable to the Wind Down Oil and Gas Properties with respect to any period of time, (ii) rights to any payout or recovery for any Casualty occurring on or at any Wind Down Asset, whether occurring prior to, on or after Plan Effective Date, (iii) instruments and general intangibles (as such terms are defined in the Uniform Commercial Code of the applicable jurisdictions in which the Wind Down Oil and Gas Properties to which such assets relate are located), and other economic benefits attributable to the Wind Down Oil and Gas Properties, (iv) claims of indemnity, contribution, or reimbursement relating to the Wind Down Obligations and (v) Imbalances receivables of FWE attributable to the Wind Down Oil and Gas Properties;

(xvii) all Suspense Funds of FWE to the extent attributable to any of the Wind Down Oil and Gas Properties (the “Wind Down Suspense Funds”); and

(xviii) all rights to any supplemental bonds or other securities (excluding area-wide bonds) held by, or any authorization or permission from, the BOEM, BSEE, or any other Governmental Authority with respect to FWE exclusively for other Wind Down Assets.

#### Part B:

“Wind Down Obligations” means: all of the obligations and liabilities (contractual or otherwise) of FWE of any kind, character or description (whether known or unknown, accrued, absolute, contingent, or otherwise) relating to, arising out of, or with respect to any of the Wind Down Assets, including obligations and liabilities of FWE: (i)(a) relating to the furnishing of makeup gas according to the terms of applicable gas sales, gathering, or transportation Wind Down Contracts and all obligations with respect to Imbalances attributable to the FWE III’s ownership interests in any of the Wind Down Oil and Gas Properties; (b) with respect to Royalties arising out of, related to, or attributable to any of the Wind Down Oil and Gas Properties and Wind Down Suspense Funds, including any reporting and/or mis-reporting, and payment and/or mis-payment of such Royalties or the Wind Down Suspense Funds; (c) constituting or related to Environmental Liabilities arising out of, related to, or attributable to any of the Wind Down Assets; (d) applicable to or imposed on the lessee, owner, operator, holder, responsible party, payor or designated applicant under or with respect to any of the Wind Down Assets, or as required by applicable Laws; and (e) constituting or relating to any and all P&A Obligations related to the FWE III’s ownership interests in, or operation of, any of the Wind Down Assets; and (ii) the liabilities and obligations of the FWE III specified in Section 6 of the Plan of Merger to the extent attributable to use of the Joint Use Properties with respect to the Wind Down Assets; provided, however, that the Wind Down Obligations do not include any claims, liabilities or obligations satisfied, compromised, settled, released or discharged pursuant to the Plan of Reorganization and Confirmation Order.

### Schedule III<sup>17</sup>

#### Predecessor Assets and Predecessor Obligations

##### Part A:

“Predecessor Assets” means all of FWE’s right, title, and interest in, to, or under the following, subject to Section 6 of the Plan of Merger:<sup>18</sup>

(i) the oil, gas, other Hydrocarbon, and mineral leases, subleases, operating rights, record title interests, carried interests, royalties, overriding royalty interests, net profits interests, production payments, reversionary interests, and other rights or interests of any kind or character in or to Hydrocarbons in place and mineral interests or servitudes of every nature, in, on, under, and that may be produced from or attributable to any of the lands covered by the leases, subleases, interests, and rights described on Exhibit III-A attached hereto, whether legal or equitable, vested or contingent, and regardless of whether the same are expired or terminated (collectively, the “Predecessor Leases”), together with all pooled, communitized, or unitized acreage that includes all or part of any of the Predecessor Leases (the “Predecessor Units”), and all tenements, hereditaments, and appurtenances belonging to the Predecessor Leases and the Predecessor Units (collectively with the Predecessor Leases and Predecessor Units, the “Predecessor Lands”);

(ii) any and all Hydrocarbon, water, CO<sub>2</sub>, injection, disposal wells or other wells located on, under, or within the Predecessor Lands described on Exhibit III-B attached hereto, in each case whether producing, non-producing, shut-in, or temporarily or permanently Plugged and Abandoned, including the wells set forth on Exhibit III-B attached hereto and all wellbores spudded prior to the Effective Time located on the Predecessor Lands (the “Predecessor Wells” and, together with the Predecessor Leases and the Predecessor Units, the “Predecessor Oil and Gas Properties”);

(iii) all platforms and facilities, including all associated processing systems, buildings, compressors, meters, tanks, machinery, tools, personal property, equipment (including spars, trees, PLETs, jumpers, flowlines, risers, umbilicals, control assemblies, and production handling equipment), pipelines, gathering lines, water lines, tank batteries, pipeline capacity, other water gathering, transportation, or disposal infrastructure and equipment, frac tanks, ponds, metering facilities, interconnections, and other inventory, boats, vehicles, fixtures, improvements, and other property (whether real, immovable, personal, movable, mixed, or otherwise) that is located on or appurtenant to any of the Predecessor Leases, the Predecessor Lands, the Predecessor Rights of Way, or the Predecessor Wells or used or held for use exclusively in connection with the any of Predecessor Wells and the operation of any of the Predecessor Leases (whether located on or appurtenant to any of the Predecessor Leases, the Predecessor Lands, Predecessor Rights of Way,

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<sup>17</sup> **Note to Draft:** In the event an asset not included on the schedules hereto is identified after the parties have agreed to the final form of this Plan of Merger, but prior to the Effective Time, subject to the agreement of the parties, the applicable schedule shall be updated to include and provide for the allocation of such asset.

<sup>18</sup> **Note to Draft:** To be determined if any Predecessor Assets constitute assets in which FWE I will also own an interest and, as to such assets, modify Schedule III as necessary to cover only the applicable interest in such assets to be allocated to and vest in FWE III as Predecessor Assets.



or the Predecessor Wells, or stored at a different location (onshore or offshore)), and such flowlines, pipelines, gathering lines, and/or pipeline capacity that are used or held for use exclusively in connection with any of the Predecessor Leases, the Predecessor Wells or the Predecessor Units operations or the production, transportation, or processing of Hydrocarbons produced from any of the Predecessor Oil and Gas Properties, including all platforms identified on Exhibit III-C(i) attached hereto and all facilities identified on Exhibit III-C(ii) attached hereto, but excluding any FWE I Facilities (the “Predecessor Facilities”);

(iv) Proprietary Seismic Data and licensed Seismic Data relating exclusively to the Predecessor Oil and Gas Properties;

(v) all surface fee interests, easements, right-of-use easements, licenses, servitudes, rights-of-way, surface leases and other rights to use the surface or seabed appurtenant to, and used or held for use exclusively in connection with, the ownership or operation of any or all of the properties, rights, titles, and interests described in clauses (i) through (iii) and (vi) of this Schedule III, Part A, including the property described on Exhibit III-D(i) attached hereto and Exhibit III-D(ii) attached hereto (the “Predecessor Rights of Way”);

(vi) all environmental and other governmental (whether federal, state, or local) permits (including all plans filed with or approval by applicable Governmental Authorities), licenses, orders, authorizations, franchises, and related instruments or rights relating exclusively to the ownership, operation, or use of the properties, rights, titles, and interests described in clauses (i) through (iii), (v) and (viii) of this Schedule III, Part A (the “Predecessor Permits”);

(vii) all transportation agreements described on Exhibit III-F attached hereto;<sup>19</sup>

(viii) all Hydrocarbons in, on, under, or that may be produced from or attributable to the Predecessor Leases, the Predecessor Units, or the Predecessor Wells, including all oil, condensate, and scrubber liquids inventories and ethane, propane, iso-butane, nor-butane, and gasoline inventories of FWE from the Predecessor Oil and Gas Properties in storage or constituting linefill and Imbalances;

(ix) the FCC licenses associated with the call signs listed on Exhibit III-E attached hereto;

(x) all contracts, agreements, leases, licenses, commitments, sales and purchase orders, and other instruments that relate exclusively to the ownership or operation of any or all of the Predecessor Oil and Gas Properties or any other properties, rights, titles, and interests described in this Schedule III, Part A, including operating agreements, unitization, pooling, and communitization agreements, declarations and orders, area of mutual interest agreements, exploration agreements, joint venture agreements, farmin and farmout agreements, exchange agreements, purchase and sale agreements, and other contracts in which FWE acquired interests in any Predecessor Assets, transportation agreements, agreements for the sale and purchase of

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<sup>19</sup> **Note to Draft:** To be determined if any FERC regulated transportation agreements need FERC waivers.

Hydrocarbons, processing agreements, and service agreements, including the contracts listed on Exhibit III-F attached hereto (the “Predecessor Contracts”);

(xi) originals of the Records that relate (i) solely to the Predecessor Assets or the Predecessor Obligations, or both, or (ii) to the Predecessor Assets or the Predecessor Obligations, or both, and also to the Wind Down Assets or Wind Down Obligations, or both, and copies of the Records that constitute FWE I Assets and also relate to either or both of the Predecessor Assets or the Predecessor Obligations;

(xii) inventory, equipment, machinery, tools, and other personal property, to the extent located on the Predecessor Facilities or, if located elsewhere, used or held for use exclusively in connection with the Predecessor Oil and Gas Properties or the Predecessor Facilities or charged to the joint account pursuant to the applicable Predecessor Contracts, including those items listed on Exhibit III-G attached thereto;

(xiii) FWE-owned SCADA equipment and all automation systems, including meters and related telemetry, licensed radio frequencies, and associated communications infrastructure including towers, antennas, data links, and network circuits used or held for use exclusively in connection with the Predecessor Oil and Gas Properties and the Predecessor Facilities or for the production of Hydrocarbons therefrom;

(xiv) all cash (subject to the obligation of FWE to deliver the FWE I Cash Amount, the FWE I Suspense Funds, and the Prepaid JIB Cash Amount to FWE I), and all third party deposits, escrow accounts, guarantees, letters of credit, treasury securities, surety bonds, and other forms of credit assurances or credit support provided by a third party for the benefit of FWE for financial assurance exclusively for the obligations and liabilities arising out of or related to any other Predecessor Assets (but not also in part any FWE I Assets), including the Plugging and Abandonment Obligations arising out of or related to any other Predecessor Assets (but not also in part any FWE I Assets), including those items listed on Exhibit III-H attached hereto;

(xv) all agreements and memberships relating solely to well containment/control, clean-up of spills, or other pollution, or the gathering of data relating to certifications required to be made to Governmental Authorities with respect to the Predecessor Assets; and

(xvi) all (i) accounts receivable attributable to the Predecessor Oil and Gas Properties with respect to any period of time, (ii) rights to any payout or recovery for any Casualty occurring on or at any Predecessor Asset, whether occurring prior to, on or after the Plan Effective Date, (iii) instruments and general intangibles (as such terms are defined in the Uniform Commercial Code of the applicable jurisdictions in which the Predecessor Oil and Gas Properties to which such assets relate are located), and other economic benefits attributable to the Predecessor Oil and Gas Properties, (iv) claims of indemnity, contribution, or reimbursement relating to the Predecessor Obligations and (v) Imbalances receivables of FWE attributable to the Predecessor Oil and Gas Properties;

(xvii) all Suspense Funds of FWE to the extent attributable to the Predecessor Oil and Gas Properties (the “Predecessor Suspense Funds”);

(xviii) all rights to any supplemental bonds or other securities (excluding area-wide bonds) held by, or any authorization or permission from, the BOEM, BSEE, or any other Governmental Authority with respect to FWE exclusively for other Predecessor Assets; and

(xix) all other assets and rights of FWE other than FWE I Assets and Wind Down Assets.

Notwithstanding the foregoing, the Predecessor Assets shall include all assets and rights of FWE not expressly included in the FWE I Assets or the Wind Down Assets, but shall exclude any assets expressly allocated to FWE I pursuant to the Plan of Merger.

Part B:

“Predecessor Obligations” means: all of the obligations and liabilities (contractual or otherwise) of FWE of any kind, character or description (whether known or unknown, accrued, absolute, contingent, or otherwise) relating to, arising out of, or with respect to any of the Predecessor Assets, including (i) obligations and liabilities of FWE: (a) relating to the furnishing of makeup gas according to the terms of applicable gas sales, gathering, or transportation Predecessor Contracts and all obligations with respect to Imbalances attributable to FWE III’s ownership interests in any of the Predecessor Oil and Gas Properties; (b) with respect to Royalties arising out of, related to, or attributable to any of the Predecessor Oil and Gas Properties and the Predecessor Suspense Funds, including any reporting and/or mis-reporting, and payment and/or mis-payment of such Royalties or the Predecessor Suspense Funds; (c) constituting or related to Environmental Liabilities arising out of, related to, or attributable to any of the Predecessor Assets; (d) applicable to or imposed on the lessee, owner, operator, holder, responsible party, payor or designated applicant under or with respect to any of the Predecessor Assets, or as required by applicable Laws; (e) constituting or relating to any and all P&A Obligations related to FWE III’s ownership interests in, or operation of, any of the Predecessor Assets; and (f) any and all liabilities and obligations of FWE not expressly included in the FWE I Obligations or the Wind Down Obligations; and (ii) the obligations and liabilities of FWE III specified in Section 6 of the Plan of Merger to the extent attributable to use of the Joint Use Properties with respect to the Predecessor Assets; provided, however, that the Predecessor Obligations do not include any claims, liabilities or obligations satisfied, compromised, settled, released or discharged pursuant to the Plan of Reorganization and Confirmation Order.

### Schedule of Exhibits<sup>20</sup>

Exhibit A:	Certificate of Merger
Exhibit B:	Certificate of Formation – FWE I
Exhibit I-A(i):	FWE I Leases
Exhibit I-A(ii):	FWE I Deep Rights
Exhibit I-B:	FWE I Wells
Exhibit I-C(i)	FWE I Platforms
Exhibit I-C(ii)	FWE I Facilities
Exhibit I-D(i)	FWE I Rights of Way Acquired Pursuant to Apache PSA
Exhibit I-D(ii)	FWE I RUEs
Exhibit I-E	FWE I FCC Licenses
Exhibit I-F	FWE I Contracts
Exhibit I-G	FWE I Inventory
Exhibit I-H	FWE I Deposits/Escrows/Credit Support
Exhibit I-I	Subsidiaries and Equity Interests
Exhibit I-J	FWE II Retained Properties
Exhibit I-K(i)	Incremental Interests – Leases
Exhibit I-K(ii)	Incremental Interests – Wells
Exhibit I-K(iii)	Incremental Interests – Platforms and Facilities
Exhibit II-A:	Wind Down Leases <sup>21</sup>

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<sup>20</sup> **Note to Draft:** FWE I Exhibits to the Plan of Merger. Exhibits I-A(i) through I-K(iii) to Schedule 1 to the Plan of Merger (collectively, the “FWE I Exhibits”) set forth a list of Legacy Apache Properties, which FWE I Exhibits the Apache PSA Parties and the Fieldwood PSA Parties hereto respectively acknowledge are subject to the ongoing review and consent rights of the Consenting Creditors under the RSA (which consent has not yet been provided), and the Apache PSA Parties and Fieldwood PSA Parties agree that the FWE I Exhibits are subject to modification based on such review to be consistent with the Apache Term Sheet.

<sup>21</sup> **Note to Draft:** Exhibits II-A – II-G to be attached to Executed Plan of Merger.

Exhibit II-B:	Wind Down Wells
Exhibit II-C(i)	Wind Down Platforms
Exhibit II-C(ii)	Wind Down Facilities
Exhibit II-D(i)	Wind Down Rights of Way
Exhibit II-D(ii)	Wind Down RUEs
Exhibit II-E	Wind Down FCC Licenses
Exhibit II-F	Wind Down Contracts
Exhibit II-G	Wind Down Inventory
Exhibit III-A:	Predecessor Leases <sup>22</sup>
Exhibit III-B:	Predecessor Wells
Exhibit III-C(i)	Predecessor Platforms
Exhibit III-C(ii)	Predecessor Facilities
Exhibit III-D(i)	Predecessor Rights of Way
Exhibit III-D(ii)	Predecessor RUEs
Exhibit III-E	Predecessor FCC Licenses
Exhibit III-F	Predecessor Contracts
Exhibit III-G	Predecessor Inventory
Exhibit III-H	Predecessor Deposits/Escrows/Credit Support

[End of Schedule of Exhibits]

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<sup>22</sup> **Note to Draft:** Exhibits III-A – III-H to be attached to Executed Plan of Merger

Exhibit I-A(i)

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
LOUISIANA NON-OPERATED	—	12503	SL- LA	ORRI	—	—	—	—	0.6%	TERMIN
LOUISIANA NON-OPERATED	—	06618	SL- LA	ORRI	—	—	—	—	5.2%	—
BRAZOS 491	BA 491	G06069	Federal	RT	10/1/1983		5,760	Fieldwood En	100.0%	TERMIN
BRAZOS A-102/A-105	BA A105	G01757	Federal	RT	7/1/1968		5,760	Fieldwood En	12.5%	PROD
BRAZOS A-102/A-105	BA A-105	G01757	Federal	RT A	7/1/1968		5,760	Fieldwood En	12.5%	PROD
BRAZOS A-133	BA A133	G02665	Federal	OP	7/1/1974		5,760	GOM Shelf	12.5%	PROD
BRAZOS A-133	BA A-133	G02665	Federal	RT	7/1/1974		5,760	GOM Shelf	25.0%	PROD
\$O Liability	BA A19	G33399	Federal	RT	1/1/2010	12/31/2014	5,760	Apache Shelf Exp	100.0%	EXPIR
\$O Liability	BA A47	G03940	Federal	RT	3/1/1979	9/21/2014	5,760	Fieldwood En	33.3%	TERMIN
\$O Liability	BA A47	G03940	Federal	OP	3/1/1979	9/21/2014	5,760	Fieldwood En	100.0%	TERMIN
\$O Liability	BA A69	G32733	Federal	RT	11/1/2008	10/31/2013	5,760	Apache Shelf Exp	100.0%	EXPIR
\$O Liability	BS 39	G33683	Federal	RT	7/1/2010	5/20/2015	1,237	Petsec En	18.8%	RELINQ
BRETON SOUND 41	BS 41	G21142	Federal	OP 2	5/1/1999	1/26/2014	4,995	Fieldwood En Off	13.1%	TERMIN
BRETON SOUND 41	BS 41	G21142	Federal	Contractual	5/1/1999	1/26/2014	4,995	Fieldwood En Off	TBD	TERMIN
\$O Liability	BS 42	G33684	Federal	RT	7/1/2010	5/13/2015	4,552	Apache Shelf Exp	37.5%	RELINQ
CHANDELEUR 42/43	CA 42	G32267	Federal	OP 1	7/1/2008	6/21/2019	5,000	Fieldwood En	50.0%	RELINQ
CHANDELEUR 42/43	CA 43	G32268	Federal	OP 1	7/1/2008		5,000	Fieldwood En	50.0%	PROD
\$O Liability	DD 253	G10426	Federal	RT	6/1/1990	9/8/2014	5,760	Apache Shelf Exp	100.0%	EXPIR
\$O Liability	DD 297	G10427	Federal	RT	6/1/1990	9/8/2014	5,760	Apache Shelf Exp	100.0%	EXPIR
\$O Liability	EB 128	G34034	Federal	RT	4/1/2012	3/15/2016	165	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EB 172	G34035	Federal	RT	4/1/2012	3/15/2016	5,760	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EC 12	G34220	Federal	RT	8/1/2012	7/7/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
EAST CAMERON 9/14	EC 14	G13572	Federal	RT	7/1/1992	5/16/2005	2,544	Fieldwood En	100.0%	TERMIN
\$O Liability	EC 171	G34228	Federal	RT	9/1/2012	8/17/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EC 172	G17858	Federal	RT	7/1/1997	1/22/2016	5,000	Fieldwood En	100.0%	TERMIN
\$O Liability	EC 178	G34229	Federal	RT	10/1/2012	7/24/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EC 179	G34230	Federal	RT	10/1/2012	7/24/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EC 185	G34796	Federal	RT	6/1/2013	5/25/2017	5,000	Fieldwood En	100.0%	RELINQ
EAST CAMERON 2 - (SL LA)	EC 2	18121	SL- LA	WI	5/12/2004	1/0/1900	220	Fieldwood	50.0%	ACTIVE
EAST CAMERON 2 - (SL LA)	EC 2	16473	SL- LA	WI	7/13/1999	7/15/2015	148	Apache	89.1%	RELINQ
EAST CAMERON 2 - (SL LA)	EC 2	16475	SL- LA	WI	7/19/1999	—	134.75	Apache	89.1%	ACTIVE
\$O Liability	EC 222	G02037	Federal	OP 1	2/1/1971	11/24/2015	5,000	Talos	17.9%	TERMIN
\$O Liability	EC 222	G02037	Federal	OP 2	2/1/1971	11/24/2015	5,000	Talos	17.9%	TERMIN
\$O Liability	EC 229	G34232	Federal	RT	10/1/2012	9/16/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EC 230	G34233	Federal	RT	10/1/2012	9/16/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EC 24	G04098	Federal	RT	10/1/1979	2/12/2014	5,000	Apex O&G	18.0%	TERMIN
\$O Liability	EC 24	G04098	Federal	OP 2	10/1/1979	2/12/2014	5,000	Apex O&G	31.3%	TERMIN
\$O Liability	EC 24	G04098	Federal	OP 3	10/1/1979	2/12/2014	5,000	Apex O&G	30.3%	TERMIN
\$O Liability	EC 242	G34234	Federal	RT	10/1/2012	9/16/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EC 243	G34235	Federal	RT	10/1/2012	9/16/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EC 261	G00971	Federal	RT	6/1/1962	1/14/2016	5,000	Fieldwood En	100.0%	TERMIN
\$O Liability	EC 263	G33072	Federal	RT	6/1/2009	5/31/2014	5,000	Apache Shelf Exp	100.0%	EXPIR
\$O Liability	EC 264	G01880	Federal	RT	3/1/1969	7/11/2016	5,000	Fieldwood En	100.0%	TERMIN
EAST CAMERON 265 / 278	EC 265	G00972	Federal	RT	6/1/1962	1/30/2019	5,000	Fieldwood En	50.0%	RELINQ
\$O Liability	EC 270	G02045	Federal	RT	1/1/1971	6/7/2013	2,500	Apache	70.0%	TERMIN
EAST CAMERON 265 / 278	EC 278	G00974	Federal	RT	6/1/1962	10/3/2016	5,000	Fieldwood En	50.0%	TERMIN
\$O Liability	EC 292	G34237	Federal	RT	9/1/2012	8/23/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EC 293	G34238	Federal	RT	9/1/2012	8/23/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EC 294	G34239	Federal	RT	9/1/2012	8/23/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EC 310	G34240	Federal	RT	11/1/2012	10/4/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
*No FW lease ownership	EC 328	G10638	Federal	RT	5/1/1989		5,000	Arena Off	100.0%	PROD
\$O Liability	EC 33	G01972	Federal	OP	9/1/1970	2/15/2016	1,250	Merit En	15.6%	TERMIN
*No FW asset ownership	EC 335	G02439	Federal	OP	8/1/1973	6/6/2015	5,000	Energy XXI GOM	14.0%	TERMIN
EAST CAMERON 338	EC 338	G02063	Federal	RT	2/1/1971		5,000	Anadarko US Off	15.7%	PROD
EAST CAMERON 37	EC 37	G25933	Federal	RT	5/1/2004	9/27/2014	2,608	Probe Res US	100.0%	TERMIN
\$O Liability	EC 370	G33073	Federal	RT	6/1/2009	5/31/2014	5,000	Apache Shelf Exp	100.0%	EXPIR
*No FW asset ownership	EC 71	G13576	Federal	RT	9/1/1992		5,000	EC Off Prop	100.0%	SOP
EAST CAMERON 14	EC 9/14	G01440	Federal	RT	4/1/1966		3,152	Fieldwood En	100.0%	PROD
EAST CAMERON 9/14	EC 9/14	G01440	Federal	OP 1	4/1/1966		3,152	Fieldwood En	100.0%	PROD
EUGENE ISLAND 010	EI 10	G23851	Federal	RT	7/1/2002		2,303	Contango Op	50.0%	PROD
EUGENE ISLAND 010	EI 10	G23851	Federal	OP 2	7/1/2002		2,303	Contango Op	50.0%	PROD
\$O Liability	EI 105	G00797	Federal	RT	5/1/1960	12/9/2013	5,000	Fieldwood En	100.0%	TERMIN
EUGENE ISLAND 105/106	EI 106	G17966	Federal	RT A	7/1/1997	8/4/2013	5,000	Apache	50.0%	TERMIN
EUGENE ISLAND 105/106	EI 106	G17966	Federal	RT B	7/1/1997	8/4/2013	5,000	Apache	100.0%	TERMIN
\$O Liability	EI 107	G15241	Federal	RT	9/1/1995	9/1/2013	5,000	Apache	75.0%	TERMIN
\$O Liability	EI 108	G03811	Federal	OP 1	6/1/1978	11/22/2015	5,000	Fieldwood En	60.0%	TERMIN
\$O Liability	EI 108	G03811	Federal	RT A	6/1/1978	11/22/2015	5,000	Fieldwood En	60.0%	TERMIN
\$O Liability	EI 108	G03811	Federal	RT B	6/1/1978	11/22/2015	5,000	Fieldwood En	71.3%	TERMIN
\$O Liability	EI 116	G34292	Federal	RT	9/1/2012	8/31/2017	5,000	Apache Shelf Exp	100.0%	EXPIR
\$O Liability	EI 117	G34293	Federal	RT	10/1/2012	9/16/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EI 118	G15242	Federal	RT A	7/1/1995	12/17/2015	5,000	Black Elk En Off Op	25.0%	TERMIN
\$O Liability	EI 118	G15242	Federal	RT B	7/1/1995	12/17/2015	5,000	Fieldwood En	75.0%	TERMIN
EUGENE IS. 119/120/125/126	EI 119	00049	Federal	RT A	8/28/1945		5,000	Fieldwood En	50.0%	PROD
EUGENE IS. 119/120/125/126	EI 119	00049	Federal	RT B	8/28/1945		5,000	Fieldwood En	100.0%	PROD
EUGENE IS. 119/120/125/126	EI 120	00050	Federal	RT	8/28/1945		5,000	Fieldwood En	100.0%	PROD
EUGENE IS. 119/120/125/126	EI 125	00051	Federal	RT	8/28/1945	—	5,000	Fieldwood En	100.0%	OPERN
EUGENE IS. 119/120/125/126	EI 126	00052	Federal	RT	8/28/1945		5,000	Fieldwood En	100.0%	PROD
EUGENE IS. 119/120/125/126	EI 126	00052	Federal	OP	8/28/1945		5,000	Fieldwood En	75.0%	PROD
\$O Liability	EI 128	G34294	Federal	RT	10/1/2012	9/16/2016	3,427	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EI 131	G33625	Federal	RT	6/1/2010	4/30/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EI 132	G33626	Federal	RT	6/1/2010	4/30/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EI 135	G34296	Federal	RT	10/1/2012	8/26/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
EUGENE IS. 136/158	EI 136	G03152	Federal	RT	7/1/1975		5,000	Fieldwood En	100.0%	PROD
\$O Liability	EI 156	G16353	Federal	OP	6/1/1996	8/24/2014	5,000	Black Elk En Off Op	50.0%	TERMIN
EUGENE IS. 136/158	EI 158	G01220	Federal	RT	6/1/1962		5,000	Fieldwood En	100.0%	PROD
EUGENE IS. 173/174/175	EI 173	G13622	Federal	RT	7/1/1992		5,000	Fieldwood En	100.0%	PROD
EUGENE IS. 173/174/175	EI 174	G03782	Federal	RT	6/1/1978		5,000	Arena Off	100.0%	PROD
EUGENE IS. 173/174/175	EI 174	G03782	Federal	OP	6/1/1978		5,000	Arena Off	30.0%	PROD
EUGENE IS. 173/174/175	EI 175	00438	Federal	OP 1	12/1/1954	—	5,000	Fieldwood En	75.0%	PROD
EUGENE IS. 187/189	EI 187	G10736	Federal	RT	7/1/1989		5,000	Fieldwood En	100.0%	PROD
EUGENE ISLAND 188	EI 188	00443	Federal	RT	1/1/1955	4/30/2010	5,000	Apache	100.0%	TERMIN
EUGENE ISLAND 188	EI 189	00423	Federal	RT	12/1/1954	—	3,750	Fieldwood En	100.0%	PROD
\$O Liability	EI 196	00802	Federal	RT	5/1/1960	3/25/2019	3,516	Fieldwood En	50.0%	RELINQ
\$O Liability	EI 196	00802	Federal	OP	5/1/1960	3/25/2019	3,516	Fieldwood En	100.0%	RELINQ
\$O Liability	EI 196	G13821	Federal	OP 2	5/1/1960	3/22/2019	1,484	Arena Off	100.0%	RELINQ
\$O Liability	EI 196	G13821	Federal	OP 4	5/1/1960	3/22/2019	1,484	Arena Off	100.0%	RELINQ
\$O Liability	EI 20	G34286	Federal	RT	10/1/2012	8/19/2016	3,582	Castex Off	50.0%	RELINQ
\$O Liability	EI 207	G34301	Federal	RT	8/1/2012	7/7/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
*No FW asset ownership	EI 208	00577	Federal	OP	9/1/1955		2,500	ANKOR En	100.0%	PROD
EUGENE IS. 211/212 / SHIP SHOAL 175/176	EI 211	G05502	Federal	RT B	7/1/1983		5,000	Fieldwood En	66.7%	UNIT
EUGENE IS. 211/212 / SHIP SHOAL 175/176	EI 211	G05502	Federal	OP	7/1/1983		5,000	Chevron USA	66.7%	UNIT
EUGENE IS. 211/212 / SHIP SHOAL 175/176	EI 212	G05503	Federal	RT B	7/1/1983		5,000	Fieldwood En	66.7%	UNIT
EUGENE IS. 211/212 / SHIP SHOAL 175/176	EI 212	G05503	Federal	OP	7/1/1983		5,000	Chevron USA	66.7%	UNIT
\$O Liability	EI 216	G34303	Federal	RT	8/1/2012	7/7/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
EUGENE ISLAND 196/217/227	EI 217	G00978	Federal	RT	5/1/1962	3/22/2019	5,000	Arena Off	25.0%	RELINQ
EUGENE IS. 266	EI 224	G05504	Federal	ORRI	7/1/1983		5,000	Castex Off	10.0%	PROD
EUGENE IS. 266	EI 224	G05504	Federal	RT	7/1/1983		5,000	Castex Off	100.0%	PROD
EUGENE ISLAND 196/217/227	EI 227	00809	Federal	RT	5/1/1960	3/25/2019	5,000	Arena Off	50.0%	RELINQ
EUGENE ISLAND 196/217/227	EI 227	G36745	Federal	ORRI	11/1/2019		5,000	Arena Off	6.25%	PRIMRY
EUGENE ISLAND 196/217/227	EI 227	G36745	Federal	ORRI	11/1/2019		5,000	Arena Off	4.17%	PRIMRY
EUGENE ISLAND 224/266	EI 246	00810	Federal	OP 1	5/1/1960		5,000	Fieldwood En	25.0%	UNIT



Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
EUGENE ISLAND 224/266	EI 246	00810	Federal	OP 2	5/1/1960		5,000	Fieldwood En	75.0%	UNIT
EUGENE ISLAND 224/266	EI 246	00810	Federal	RT	5/1/1960		5,000	Fieldwood En	75.0%	UNIT
EUGENE ISLAND 224/266	EI 246	00810	Federal	ORRI	5/1/1960	—	5,000	Sanare En Part	6.3%	UNIT
EUGENE ISLAND 255	EI 255	G01958	Federal	RT	1/1/1970		2,500	Cox Op	2.0%	PROD
EUGENE ISLAND 255	EI 255	G01958	Federal	OP 3	1/1/1970		2,500	Cox Op	77.2%	PROD
EUGENE ISLAND 255	EI 255	G01958	Federal	OP 4	1/1/1970		2,500	Cox Op	38.6%	PROD
\$0 Liability	EI 266	00811	Federal	OP 1	5/1/1960		5,000	Fieldwood En	25.0%	UNIT
\$0 Liability	EI 266	00811	Federal	OP 2	5/1/1960		5,000	Fieldwood En	75.0%	UNIT
\$0 Liability	EI 266	00811	Federal	RT	5/1/1960		5,000	Fieldwood En	75.0%	UNIT
\$0 Liability	EI 267	00812	Federal	OP	5/1/1960		5,000	Fieldwood En	25.0%	UNIT
\$0 Liability	EI 267	00812	Federal	OP 2	5/1/1960		5,000	Fieldwood En	75.0%	UNIT
\$0 Liability	EI 267	00812	Federal	RT	5/1/1960		5,000	Fieldwood En	75.0%	UNIT
\$0 Liability	EI 269	00813	Federal	OP 1	5/1/1960		5,000	Fieldwood En	25.0%	UNIT
\$0 Liability	EI 269	00813	Federal	OP 2	5/1/1960		5,000	Fieldwood En	75.0%	UNIT
\$0 Liability	EI 269	00813	Federal	RT	5/1/1960		5,000	Fieldwood En	75.0%	UNIT
\$0 Liability	EI 280	G23876	Federal	RT	5/1/2002	1/19/2014	5,000	Energy XXI GOM	18.8%	TERMIN
\$0 Liability	EI 281	G09591	Federal	RT	5/1/1988	7/5/2016	5,000	Bennu O&G	90.5%	TERMIN
\$0 Liability	EI 281	G09591	Federal	OP 1	5/1/1988	7/5/2016	5,000	Bennu O&G	45.3%	TERMIN
\$0 Liability	EI 281	G09591	Federal	OP 2	5/1/1988	7/5/2016	5,000	Bennu O&G	45.3%	TERMIN
\$0 Liability	EI 281	G09591	Federal	OP 3	5/1/1988	7/5/2016	5,000	Bennu O&G	45.3%	TERMIN
\$0 Liability	EI 282	G09592	Federal	RT	6/1/1988	7/5/2016	5,000	Apache	75.0%	TERMIN
\$0 Liability	EI 282	G09592	Federal	OP 1	6/1/1988	7/5/2016	5,000	Apache	75.0%	TERMIN
\$0 Liability	EI 282	G09592	Federal	OP 2	6/1/1988	7/5/2016	5,000	Apache	75.0%	TERMIN
\$0 Liability	EI 29	G34287	Federal	RT	12/1/2012	11/22/2016	5,000	Apache Shelf Exp	50.0%	RELINQ
EUGENE IS. 307	EI 307	G02110	Federal	OP	2/1/1971	11/4/2019	2,500	Fieldwood En Off	25.0%	TERMIN
SOUTH MARSH IS. 142 / EUGENE IS. 312	EI 312	G22679	Federal	RT	6/1/2001	8/7/2020	5,000	Fieldwood En	100.0%	TERMIN
SOUTH MARSH IS. 142 / EUGENE IS. 312	EI 312	G22679	Federal	ORRI	6/1/2001	8/7/2020	5,000	Fieldwood En	8.3%	TERMIN
\$0 Liability	EI 313	G02608	Federal	RT	5/1/1974	6/23/2016	5,000	Arena Off	50.0%	TERMIN
\$0 Liability	EI 313	G02608	Federal	OP 1	5/1/1974	6/23/2016	5,000	Arena Off	50.0%	TERMIN
\$0 Liability	EI 313	G02608	Federal	OP 2	5/1/1974	6/23/2016	5,000	Arena Off	50.0%	TERMIN
EUGENE IS. 315/316/329	EI 315	G02112	Federal	RT	8/1/1974		2,500	Fieldwood En	50.0%	TERMIN
EUGENE IS. 315/316/329	EI 315	G02112	Federal	OP	8/1/1974		2,500	Fieldwood En	50.0%	TERMIN
EUGENE IS. 315/316/329	EI 315	G24912	Federal	RT	5/1/2003		2,500	Fieldwood En	100.0%	PROD
EUGENE IS. 315/316/329	EI 316	G05040	Federal	RT	4/1/1982		5,000	Fieldwood En	100.0%	PROD
EUGENE IS. 315/316/329	EI 329	G02912	Federal	RT	12/1/1974		5,000	Fieldwood En	100.0%	TERMIN
EUGENE IS. 330	EI 330	G02115	Federal	Contractual	1/1/1971		5,000	Fieldwood En	63.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 7	1/1/1971		5,000	Fieldwood En	47.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 6	1/1/1971		5,000	Fieldwood En	47.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 5	1/1/1971		5,000	Fieldwood En	47.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 4	1/1/1971		5,000	Fieldwood En	47.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 3	1/1/1971		5,000	Fieldwood En	47.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 2	1/1/1971		5,000	Fieldwood En	47.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	RT	1/1/1971		5,000	Fieldwood En	42.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	RT	1/1/1971		5,000	Fieldwood En	23.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 7	1/1/1971		5,000	Fieldwood En	23.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 6	1/1/1971		5,000	Fieldwood En	23.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 5	1/1/1971		5,000	Fieldwood En	23.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 4	1/1/1971		5,000	Fieldwood En	23.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 3	1/1/1971		5,000	Fieldwood En	23.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 2	1/1/1971		5,000	Fieldwood En	23.0%	UNIT
EUGENE IS. 333/334	EI 333	G02317	Federal	RT	2/1/1973	8/29/2020	5,000	Fieldwood En	100.0%	TERMIN
EUGENE IS. 333/334	EI 334	G15263	Federal	RT	7/1/1995	8/29/2020	5,000	Fieldwood En	100.0%	TERMIN
EUGENE IS. 337	EI 337	G03332	Federal	RT	3/1/1976		5,000	Fieldwood En	100.0%	UNIT
EUGENE IS. 337	EI 337	G3332	Federal	ORRI	3/1/1976		5,000	Fieldwood En	0.1%	UNIT
EUGENE IS. 337	EI 337	G03332	Federal	OP 4	3/1/1976		5,000	Fieldwood En	98.0%	UNIT
EUGENE IS. 337	EI 337	G03332	Federal	OP 1	3/1/1976		5,000	Fieldwood En	100.0%	UNIT
EUGENE IS. 337	EI 337	G03332	Federal	OP 3	3/1/1976		5,000	Fieldwood En	100.0%	UNIT
EUGENE IS. 342/343	EI 342	G02319	Federal	RT A	2/1/1973		5,000	Fieldwood En	50.0%	TERMIN
EUGENE IS. 342/343	EI 342	G02319	Federal	RT B	2/1/1973		5,000	Fieldwood En	75.0%	TERMIN
EUGENE IS. 342/343	EI 342	G02319	Federal	OP 1	2/1/1973		5,000	Fieldwood En	75.0%	TERMIN
EUGENE IS. 342/343	EI 342	G02319	Federal	OP 2	2/1/1973		5,000	Fieldwood En	61.8%	TERMIN
EUGENE IS. 345/346	EI 345	G21647	Federal	RT	7/1/2000	8/21/2019	5,000	Fieldwood En	50.0%	TERMIN
EUGENE IS. 345/346	EI 346	G14482	Federal	RT	6/1/1994		5,000	Arena Off	100.0%	PROD
EUGENE IS. 353/354	EI 353	G03783	Federal	OP	6/1/1978	8/26/2020	5,000	Fieldwood En	100.0%	TERMIN
EUGENE IS. 337	EI 354	G10752	Federal	RT	5/1/1989		5,000	Fieldwood En	100.0%	PROD
EUGENE IS. 337	EI 354	G10752	Federal	OP	5/1/1989		5,000	Fieldwood En	67.0%	PROD
EUGENE IS. 353/354	EI 361	G02324	Federal	RT	2/1/1973		5,000	Cox Op	12.4%	PROD
EUGENE IS. 53	EI 53	00479	Federal	OP 1	12/1/1954		5,000	EnVen En Vent	66.7%	PROD
EUGENE IS. 53	EI 53	00479	Federal	OP	12/1/1954		5,000	EnVen En Vent	100.0%	PROD
EUGENE ISLAND 57/58	EI 57	G02601	Federal	OP 2	5/1/1974	3/27/2020	5,000	Talos	31.7%	TERMIN
EUGENE ISLAND 57/58	EI 57	G02601	Federal	OP 4	5/1/1974	3/27/2020	5,000	ANKOR En	15.8%	TERMIN
\$0 Liability	EI 88	G10721	Federal	OP	7/1/1989	2/22/2016	5,000	Fieldwood En	75.0%	TERMIN
EUGENE ISLAND 88/89/90/93/94/95	EI 89	00044	Federal	OP	8/28/1945	2/22/2016	5,000	Fieldwood En	75.0%	TERMIN
EUGENE ISLAND 88/89/90/93/94/95	EI 89	00044	Federal	OP 2	8/28/1945	2/22/2016	5,000	Fieldwood En	75.0%	TERMIN
*No FW asset ownership	EI 90	00229	Federal	OP	11/19/1948	2/22/2016	1,250	Fieldwood En	75.0%	TERMIN
\$0 Liability	EI 93	00228	Federal	OP	11/19/1948	2/22/2016	2,500	Fieldwood En	75.0%	TERMIN
\$0 Liability	EI 94	G05488	Federal	OP	7/1/1983	2/22/2016	5,000	Fieldwood En	75.0%	TERMIN
\$0 Liability	EI 95	00046	Federal	OP	8/28/1945	2/22/2016	5,000	Fieldwood En	75.0%	TERMIN
\$0 Liability	EW 525	G33704	Federal	RT	7/1/2010	6/19/2015	2,420	Apache Shelf Exp	46.9%	RELINQ
\$0 Liability	EW 526	G33134	Federal	RT	6/1/2009	5/31/2014	3,517	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	EW 781	G33137	Federal	RT	6/1/2009	5/31/2014	309	Apache Shelf Exp	100.0%	EXPIR
EWING BANK 826/782 / SOUTH TIMBALIER 291	EW 782	G31470	Federal	RT	12/1/2007		1,093	Fieldwood En	100.0%	PROD
\$0 Liability	EW 789	G33139	Federal	RT	7/1/2009	4/30/2015	5,760	Apache Shelf Exp	100.0%	RELINQ
EWING BANK 826/782 / SOUTH TIMBALIER 291	EW 826	G05800	Federal	RT	7/1/1983		5,760	BP E&P	100.0%	PROD
\$0 Liability	EW 905	G34415	Federal	RT	8/1/2012	7/7/2016	1,007	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	EW 906	G33708	Federal	RT	6/1/2010	4/7/2016	1,084	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	EW 949	G34877	Federal	RT	8/1/2013	7/7/2016	5,760	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	EW 950	G33709	Federal	RT	6/1/2010	4/7/2016	5,760	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	FM 411	G08361	Federal	RT	8/1/1986	1/30/2015	5,760	Chevron USA	24.3%	EXPIR
\$0 Liability	FM 412	G08362	Federal	RT	8/1/1986	1/30/2015	5,760	Chevron USA	16.0%	EXPIR
\$0 Liability	FM 455	G08363	Federal	RT	8/1/1986	1/30/2015	5,760	Chevron USA	24.2%	EXPIR
\$0 Liability	FM 456	G08364	Federal	RT	8/1/1986	1/30/2015	5,760	Chevron USA	24.3%	EXPIR
\$0 Liability	FM 499	G08365	Federal	RT	8/1/1986	1/30/2015	5,760	Chevron USA	24.3%	EXPIR
\$0 Liability	FM 500	G08366	Federal	RT	8/1/1986	1/30/2015	5,760	Chevron USA	16.0%	EXPIR
\$0 Liability	FM 543	G08367	Federal	RT	8/1/1986	1/30/2015	5,760	Chevron USA	24.3%	EXPIR
\$0 Liability	FM 587	G08368	Federal	RT	8/1/1986	1/30/2015	5,760	Chevron USA	24.3%	EXPIR
GALVESTON 151	GA 151	G15740	Federal	RT	11/1/1995	4/12/2016	4,804	Fieldwood En	33.3%	TERMIN
HIGH IS. 179 / GA 180	GA 180	G03228	Federal	RT	9/1/1975		5,760	Fieldwood En	100.0%	UNIT
HIGH ISLAND 179	GA 192	G03229	Federal	CONT	9/1/1975		5,760	Arena Off	90.0%	UNIT
GALVESTON 210	GA 210	G25524	Federal	OP 1	12/1/2003		5,760	Fieldwood En	83.3%	PROD
GALVESTON 210	GA 210	G25524	Federal	OP 3	12/1/2003		5,760	Fieldwood En	66.7%	PROD
GALVESTON 210	GA 210	G25524	Federal	RT	12/1/2003		5,760	Fieldwood En	66.7%	PROD
GALVESTON 210	GA 210	G25524	Federal	OP	12/1/2003		5,760	Fieldwood En	83.3%	PROD
\$0 Liability	GA 343	G06105	Federal	RT	10/1/1983	1/19/2014	5,760	Black Elk En Off Op	12.5%	TERMIN
\$0 Liability	GA 343	G06105	Federal	OP	10/1/1983	1/19/2014	5,760	Black Elk En Off Op	37.5%	TERMIN
\$0 Liability	GB 85	G34515	Federal	RT	8/1/2012	7/7/2016	4,450	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	GI 104	G33671	Federal	RT	7/1/2010	6/10/2015	5,000	Apache Shelf Exp	46.9%	RELINQ
GRAND ISLE 110/116	GI 110	G13943	Federal	RT	8/1/1993		5,000	Fieldwood En	50.0%	UNIT
GRAND ISLE 110/116	GI 116	G13944	Federal	RT	7/1/1993		5,000	Fieldwood En	50.0%	UNIT
\$0 Liability	GI 117	G32232	Federal	RT	8/1/2008	7/31/2013	4,540	Apache	100.0%	EXPIR
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	GI 32	00174	Federal	RT	7/17/1948		2,500	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	GI 32	00174	Federal	OP 2	7/17/1948		2,500	GOM Shelf	37.5%	UNIT

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
\$0 Liability	GI 32	G01580	Federal	RT	7/1/1967	3/15/2016	2,500	BP Am Prod	75.0%	TERMIN
\$0 Liability	GI 32	G01580	Federal	OP	7/1/1967	3/15/2016	2,500	BP Am Prod	37.5%	TERMIN
\$0 Liability	GI 33	G04002	Federal	RT	3/1/1979	2/24/2017	5,000	Fieldwood En	100.0%	RELINQ
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 39	00127	Federal	RT	4/21/1947		2,500	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 39	00127	Federal	OP 2	4/21/1947		2,500	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 39	00126	Federal	RT	4/21/1947		2,500	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 39	00126	Federal	OP 2	4/21/1947		2,500	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 40	00128	Federal	RT	4/21/1947		5,000	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 40	00128	Federal	OP 2	4/21/1947		5,000	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 41	00129	Federal	RT	4/21/1947		2,500	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 41	00129	Federal	OP 2	4/21/1947		2,500	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 41	00130	Federal	RT	4/21/1947		2,500	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 41	00130	Federal	OP 2	4/21/1947		2,500	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 42	00131	Federal	RT	4/21/1947		5,000	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 42	00131	Federal	OP 2	4/21/1947		5,000	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 43	00175	Federal	RT	7/17/1948	-	5,000	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 43	00175	Federal	OP 2	7/17/1948	-	5,000	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 44	00176	Federal	RT	7/17/1948		2,500	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 44	00176	Federal	OP 2	7/17/1948		2,500	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 46	00132	Federal	RT	4/21/1947		5,000	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 46	00132	Federal	OP 2	4/21/1947		5,000	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 47	00133	Federal	RT	4/21/1947		5,000	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 47	00133	Federal	OP 2	4/21/1947		5,000	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 48	00134	Federal	RT	4/21/1947		5,000	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 48	00134	Federal	OP 2	4/21/1947		5,000	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 52	00177	Federal	RT	7/17/1948		2,500	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 52	00177	Federal	OP 1	7/17/1948		2,500	GOM Shelf	50.0%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 52	00177	Federal	OP 1	7/17/1948		2,500	GOM Shelf	50.0%	UNIT
\$0 Liability	GI 54	G27173	Federal	RT	7/1/2005	2/12/2017	5,000	Fieldwood En	50.0%	TERMIN
GRAND ISLE 76	GI 76	G02161	Federal	RT	10/1/1972	9/18/2019	5,000	Fieldwood En	95.8%	RELINQ
\$0 Liability	GI 90	G04003	Federal	RT	3/1/1979	4/18/2016	5,000	Fieldwood En	100.0%	TERMIN
\$0 Liability	GI 90	G04003	Federal	OP 1	3/1/1979	4/18/2016	5,000	Fieldwood En	100.0%	TERMIN
\$0 Liability	GI 90	G04003	Federal	OP 2	3/1/1979	4/18/2016	5,000	Fieldwood En	50.0%	TERMIN
\$0 Liability	GI 90	G04003	Federal	OP 4	3/1/1979	4/18/2016	5,000	Fieldwood En	50.0%	TERMIN
\$0 Liability	GI 90	G04003	Federal	OP 5	3/1/1979	4/18/2016	5,000	Fieldwood En	100.0%	TERMIN
\$0 Liability	GI 90	G04003	Federal	OP 6	3/1/1979	4/18/2016	5,000	Fieldwood En	100.0%	TERMIN
\$0 Liability	GI 93	G02628	Federal	RT	5/1/1974	12/4/2014	5,000	BP E&P	100.0%	TERMIN
\$0 Liability	GI 93	G02628	Federal	OP	5/1/1974	12/4/2014	5,000	BP E&P	100.0%	TERMIN
GRAND ISLE 90/94	GI 94	G02163	Federal	RT	11/1/1972	7/27/2017	4,540	Fieldwood En	100.0%	RELINQ
GRAND ISLE 90/94	GI 94	G02163	Federal	OP	11/1/1972	7/27/2017	4,540	Fieldwood En	100.0%	RELINQ
\$0 Liability	HI 98	G34354	Federal	RT	8/1/2012	7/7/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
HIGH IS. 110/111	HI 110	G02353	Federal	RT	8/1/1973	5/31/2019	5,760	W & T Off	20.0%	TERMIN
HIGH IS. 110/111	HI 111	G02354	Federal	RT	8/1/1973	4/30/2019	5,760	W & T Off	20.0%	TERMIN
\$0 Liability	HI 114	G32747	Federal	RT	12/1/2008	11/30/2013	5,760	Apache Shelf Exp	100.0%	EXPIR
HIGH IS. 116	HI 116	G06156	Federal	RT	10/1/1983	2/25/2015	5,760	Fieldwood En	100.0%	TERMIN
HIGH IS. 129	HI 129	G01848	Federal	RT	6/1/1968		5,760	Fieldwood En	90.0%	PROD
HIGH IS. 129	HI 129	G01848	Federal	ORRI	6/1/1968			Fieldwood En	10.4%	PROD
\$0 Liability	HI 132	G32748	Federal	RT	12/1/2008	11/30/2013	5,760	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	HI 140	00518	Federal	OP	1/1/1955	2/10/2015	5,760	Black Elk En Off Op	50.0%	TERMIN
\$0 Liability	HI 163	G22236	Federal	RT	12/1/2000	5/31/2015	5,760	Fieldwood En	70.0%	TERMIN
HIGH ISLAND 176	HI 176	G06164	Federal	OPRTS Cont	10/1/1983	12/1/2002	5,760	Apache	49.5%	TERMIN
HIGH IS. 179 / GA 180	HI 179	G03236	Federal	RT	9/1/1975		5,760	Cox Op	100.0%	UNIT
HIGH ISLAND 179	HI 193	G03237	Federal	CONT	9/1/1975		5,760	Arena Off	90.0%	UNIT
\$0 Liability	HI 194	G06166	Federal	RT	10/1/1983	7/21/2013	5,760	Apache	100.0%	TERMIN
\$0 Liability	HI 194	G06166	Federal	OP	10/1/1983	7/21/2013	5,760	Apache	45.0%	TERMIN
\$0 Liability	HI 201	G23199	Federal	OP	12/1/2001	10/5/2014	5,760	Apache Shelf	37.6%	TERMIN
HIGH IS. 206	HI 206	G20660	Federal	RT	1/1/1999		5,760	Fieldwood En	100.0%	PROD
HIGH ISLAND 45	HI 45	G12564	Federal	RT	10/1/1990	3/8/2015	4,367	Fieldwood En	16.7%	TERMIN
HIGH ISLAND 45	HI 45	G12564	Federal	OP 1	10/1/1990	3/8/2015	4,367	Fieldwood En	15.0%	TERMIN
HIGH ISLAND 45	HI 45	G12564	Federal	OP 2	10/1/1990	3/8/2015	4,367	Fieldwood En	33.3%	TERMIN
\$0 Liability	HI 52	00508	Federal	RT	1/1/1955	9/24/2013	1,440	SandRidge En Off	75.0%	TERMIN
\$0 Liability	HI 52	00509	Federal	RT	1/1/1955	9/24/2013	1,440	Apache	75.0%	TERMIN
\$0 Liability	HI 52	00511	Federal	RT	1/1/1955	9/24/2013	1,440	Apache	75.0%	TERMIN
\$0 Liability	HI 53	00513	Federal	RT	1/1/1955	9/24/2013	180	Phoenix Exp	75.0%	TERMIN
\$0 Liability	HI 53	00740	Federal	RT	4/1/1960	9/24/2013	1,440	Apache	75.0%	TERMIN
\$0 Liability	HI A-133	G32760	Federal	RT	11/1/2008	10/31/2013	5,760	Apache	100.0%	EXPIR
\$0 Liability	HI A-145	G32761	Federal	RT	11/1/2008	10/31/2013	5,760	Apache	100.0%	EXPIR
\$0 Liability	HI A-146	G32762	Federal	RT	11/1/2008	10/31/2013	5,760	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	HI A-148	G32763	Federal	RT	11/1/2008	10/31/2013	5,760	Apache	100.0%	EXPIR
\$0 Liability	HI A-160	G32764	Federal	RT	11/1/2008	10/31/2013	5,760	Apache	100.0%	EXPIR
\$0 Liability	HI A-171	G30679	Federal	RT	12/1/2006	8/9/2014	5,760	Walter O&G	33.3%	TERMIN
\$0 Liability	HI A-326	G32777	Federal	RT	11/1/2008	10/31/2013	5,760	Apache	100.0%	EXPIR
HIGH IS. A-334	HI A-334	G02423	Federal	RT	8/1/1973	2/27/2014	5,760	Fieldwood En	38.9%	TERMIN
HIGH IS. A-341	HI A-341	G25605	Federal	RT	12/1/2003		5,760	Fieldwood En	60.0%	PROD
\$0 Liability	HI A-350	G02428	Federal	RT	8/1/1973	7/24/2013	4,345	Apache	100.0%	RELINQ
\$0 Liability	HI A360	G34677	Federal	RT	3/1/2013	2/18/2016	5,760	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	HI A361	G34678	Federal	RT	3/1/2013	2/24/2017	5,760	Fieldwood En	100.0%	RELINQ
\$0 Liability	HI A363	G33413	Federal	RT	10/1/2009	9/30/2014	5,760	Apache Shelf Exp	100.0%	EXPIR
HIGH IS. A-365/A-376	HI A-365	G02750	Federal	RT	7/1/1974		5,760	Fieldwood En	53.1%	PROD
HIGH IS. A-365/A-376	HI A-376	G02754	Federal	OP 1	7/1/1974		5,760	Fieldwood En	100.0%	PROD
HIGH IS. A-365/A-376	HI A-376	G02754	Federal	RT	7/1/1974		5,760	Fieldwood En	44.4%	PROD
HIGH IS. A-365/A-376	HI A-376	G2754	Federal	ORRI	7/1/1974			Fieldwood En	1.2%	PROD
HIGH IS. A-365/A-376	HI A-376	G2754	Federal	ORRI	7/1/1974			Fieldwood En	6.0%	PROD
HIGH IS. A-573 (382/572/573/595/596)	HI A-382	G02757	Federal	RT	7/1/1974		5,760	Fieldwood En	72.4%	PROD
\$0 Liability	HI A406	G32767	Federal	RT	11/1/2008	10/31/2013	5,760	Apache	100.0%	EXPIR
\$0 Liability	HI A430	G33412	Federal	RT	10/1/2009	9/30/2014	5,760	Apache Shelf Exp	100.0%	EXPIR
HIGH ISLAND A-442	HI A442	G11383	Federal	OP	11/1/1989	3/27/2017	5,760	Northstar Off Grp	22.7%	TERMIN
\$0 Liability	HI A454	G32769	Federal	RT	11/1/2008	10/31/2013	5,760	Apache	100.0%	EXPIR
\$0 Liability	HI A457	G32770	Federal	RT	11/1/2008	10/31/2013	5,760	Apache	100.0%	EXPIR
HIGH IS. A-474	HI A-474	G02366	Federal	RT	8/1/1973	2/28/2017	5,760	McMoran O&G	10.0%	TERMIN
HIGH ISLAND A-474/489	HI A-475	G02367	Federal	CONT	8/1/1973	12/25/1999	5,760	McMoran O&G	10.0%	TERMIN
HIGH IS. A-474	HI A-489	G02372	Federal	RT	8/1/1973	2/28/2017	5,760	McMoran O&G	8.5%	TERMIN
Ex N	HI A537	G02698	Federal	CONT	5/29/1974	11/2/2016		McMoran O&G		TERMIN
HIGH IS. A-545	HI A545	G17199	Federal	OP	1/1/1997	6/30/2019	5,760	Fieldwood En	60.0%	TERMIN
HIGH IS. A-573 (382/572/573/595/596)	HI A-572	G02392	Federal	RT	8/1/1973	5/18/2006	5,760	Apache	72.4%	TERMIN
HIGH IS. A-573 (382/572/573/595/596)	HI A-573	G02393	Federal	RT	8/1/1973		5,760	Fieldwood En	72.4%	PROD
HIGH IS. A-563 (563/564/581/582)	HI A-581	G18959	Federal	CONT	8/27/1997	7/1/2005		Cox Op	24.7%	TERMIN
HIGH IS. A-563 (563/564/581/582)	HI A582	G02719	Federal	RT	7/1/1974		5,760	Cox Op	24.7%	PROD
HIGH IS. A-563 (563/564/581/582)	HI A-582	G02719	Federal	OP 1	7/1/1974		5,760	Cox Op	15.5%	PROD
HIGH IS. A-573 (382/572/573/595/596)	HI A-595	G02721	Federal	RT	7/1/1974		5,760	Fieldwood En	72.4%	PROD
HIGH IS. A-573 (382/572/573/595/596)	HI A-596	G02722	Federal	RT	7/1/1974		5,760	Fieldwood En	72.4%	PROD
MISSISSIPPI CANYON 109	MC 108	G09777	Federal	RT	7/1/1988		5,760	BP E&P	75.2%	PROD
MISSISSIPPI CANYON 109	MC 108	G09777	Federal	OP	7/1/1988		5,760	BP E&P	75.2%	PROD
MISSISSIPPI CANYON 109	MC 110	G18192	Federal	RT	8/1/1997		5,760	Fieldwood En	50.0%	PROD
MISSISSIPPI CANYON 109	MC 110	G18192	Federal	ORRI	8/1/1997			Fieldwood En	3.9%	PROD
MISSISSIPPI CANYON 21/65	MC 21	G28351	Federal	ORRI	7/1/1995		4,445	ANKOR En	3.0%	PROD
MISSISSIPPI CANYON 311	MC 311	G02968	Federal	RT	12/1/1974		5,760	Fieldwood En	100.0%	PROD
MISSISSIPPI CANYON 21/65	MC 65	G21742	Federal	RT	6/1/2000		5,760	ANKOR En	100.0%	PROD
MISSISSIPPI CANYON 21/65	MC 65	G21742	Federal	ORRI	6/1/2000			ANKOR En	13.0%	

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
MATAGORDA ISLAND 519 FED / SL TX	MI 518	MF80522	SL - TX	WI	10/2/1979	9/1/2019	85	Fieldwood	100.0%	EXPIRED
MATAGORDA ISLAND 519 FED / SL TX	MI 519	MF-79413	SL - TX	WI	2/6/1979	-	739	Fieldwood	100.0%	SI
MATAGORDA IS. 622/623/635/636	MI 622	G05000	Federal	RT	4/1/1982	8/23/2018	5,760	Fieldwood En	81.0%	TERMIN
MATAGORDA IS. 622/623/635/636	MI 622	G05000	Federal	OP	4/1/1982	8/23/2018	5,760	BP E&P	37.5%	TERMIN
MATAGORDA IS. 622/623/635/636	MI 623	G03088	Federal	RT	4/1/1975	8/23/2018	5,760	Fieldwood En	81.0%	TERMIN
MATAGORDA IS. 622/623/635/636	MI 623	G03088	Federal	OP	4/1/1975	8/23/2018	5,760	BP E&P	37.5%	TERMIN
MATAGORDA IS. 622/623/635/636	MI 635	G06043	Federal	RT	10/1/1983	8/23/2018	5,760	Fieldwood En	81.0%	TERMIN
MATAGORDA IS. 622/623/635/636	MI 635	G06043	Federal	OP	10/1/1983	8/23/2018	5,760	BP E&P	37.5%	TERMIN
\$0 Liability	MI 636	G34670	Federal	RT	4/1/2013	3/25/2016	5,760	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	MI 652	G34022	Federal	RT	2/1/2012	1/31/2017	5,760	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	MI 681	G04703	Federal	RT	9/1/1981	2/25/2014	5,760	Fieldwood En	100.0%	TERMIN
\$0 Liability	MI 685	G04548	Federal	RT	1/1/1981	12/22/2014	5,760	EOG Res	50.0%	TERMIN
\$0 Liability	MI 685	G04548	Federal	OP	1/1/1981	12/22/2014	5,760	EOG Res	2.5%	TERMIN
\$0 Liability	MI 703	G03733	Federal	RT	6/1/1978	2/26/2014	5,760	Fieldwood En	100.0%	TERMIN
\$0 Liability	MI 703	G03733	Federal	OP 1	6/1/1978	2/26/2014	5,760	Fieldwood En	100.0%	TERMIN
\$0 Liability	MI 703	G03733	Federal	OP 2	6/1/1978	2/26/2014	5,760	Fieldwood En	100.0%	TERMIN
\$0 Liability	MI 772	MF93351	SL - TX	WI	2/7/1989	1/1/2017	704	Fieldwood	100.0%	TERMINATED
\$0 Liability	MO 820	G34403	Federal	RT	8/1/2012	7/7/2016	3,347	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	MO 821	G05058	Federal	RT	4/1/1982	9/19/2014	4,028	Fieldwood En	100.0%	TERMIN
	MO 821	STATE OF ALABAMA 627	SL - AL	WI	8/14/1984	1/1/2019	2,511	Fieldwood	100.0%	TERMINATED
MOBILE BAY 826	MO 826	G26176	Federal	RT	7/1/2004		1,430	Fieldwood En	75.0%	PROD
\$0 Liability	MO 871	G32272	Federal	RT	8/1/2008	7/31/2013	5,760	Apache	100.0%	EXPIR
\$0 Liability	MO 913	G33131	Federal	RT	6/1/2009	5/31/2014	5,760	Apache Shelf Exp	75.0%	EXPIR
\$0 Liability	MO 914	G33132	Federal	RT	6/1/2009	5/31/2014	5,760	Apache Shelf Exp	75.0%	EXPIR
	MP 120	G3197	Federal	ORRI	7/1/1975			Arena Off	2.0%	PROD
	MP 120	G03197	Federal	ORRI	5/28/1975			Arena Off	2.0%	PROD
\$0 Liability	MP 134	G34375	Federal	RT	10/1/2012	9/16/2016	4,995	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	MP 135	G34376	Federal	RT	10/1/2012	9/16/2016	4,995	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	MP 136	G34377	Federal	RT	10/1/2012	9/16/2016	4,995	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	MP 137	G34378	Federal	RT	10/1/2012	9/16/2016	4,995	Apache Shelf Exp	100.0%	RELINQ
MAIN PASS 140	MP 140	G02193	Federal	RT	10/1/1972		4,995	Fieldwood En	65.0%	PROD
\$0 Liability	MP 143	G34380	Federal	RT	10/1/2012	9/16/2016	4,995	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	MP 146	G34860	Federal	RT	7/1/2013	6/21/2017	4,561	Apache Shelf Exp	75.0%	RELINQ
\$0 Liability	MP 147	G34861	Federal	RT	7/1/2013	6/21/2017	4,561	Apache Shelf Exp	75.0%	RELINQ
\$0 Liability	MP 148	G34381	Federal	RT	11/1/2012	10/4/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	MP 149	G34382	Federal	RT	11/1/2012	10/4/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	MP 150	G34862	Federal	RT	7/1/2013	6/21/2017	5,000	Apache Shelf Exp	75.0%	RELINQ
SOUTH PASS 64/65 / MAIN PASS 152/153	MP 152	G01966	Federal	RT	1/1/1970		4,978	Fieldwood En	50.0%	UNIT
SOUTH PASS 64/65 / MAIN PASS 152/153	MP 152	G01966	Federal	OP	1/1/1970		4,978	Fieldwood En	75.0%	UNIT
SOUTH PASS 64/65 / MAIN PASS 152/153	MP 153	G01967	Federal	RT	1/1/1970		5,000	Fieldwood En	50.0%	UNIT
SOUTH PASS 64/65 / MAIN PASS 152/153	MP 153	G01967	Federal	OP	1/1/1970		5,000	Fieldwood En	75.0%	UNIT
\$0 Liability	MP 166	G26152	Federal	RT	7/1/2004	11/3/2014	4,995	Fieldwood En	100.0%	TERMIN
\$0 Liability	MP 175	G08753	Federal	OP	8/1/1987	9/1/2013	4,995	Tana Exp	21.2%	TERMIN
\$0 Liability	MP 255	G07825	Federal	RT	8/1/1985	3/9/2014	4,995	Fieldwood En	52.4%	TERMIN
MAIN PASS 259/260 / VIOSCA KNOLL 693/694	MP 259	G07827	Federal	RT	9/1/1985	7/11/2020	4,995	Fieldwood En	56.9%	TERMIN
MAIN PASS 259/260 / VIOSCA KNOLL 693/694	MP 260	G07828	Federal	RT	9/1/1985	7/11/2020	4,995	Fieldwood En	56.9%	TERMIN
MAIN PASS 270	MP 270	G22812	Federal	ORRI	7/1/2001		4,995	Castex Off	1.0%	UNIT
\$0 Liability	MP 271	G34388	Federal	RT	10/1/2012	9/30/2017	4,995	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	MP 272	G34865	Federal	RT	7/1/2013	6/21/2017	4,995	Apache Shelf Exp	75.0%	RELINQ
*No FW lease ownership	MP 273	G33690	Federal	RT	7/1/2010		4,995	Castex Off	37.5%	UNIT
\$0 Liability	MP 274	G33691	Federal	RT	7/1/2010	6/30/2015	4,995	Castex Off	37.5%	EXPIR
MAIN PASS 270/275/289/290	MP 275	G15395	Federal	RT	9/1/1995		4,995	Fieldwood En	100.0%	PROD
MAIN PASS 270/275/289/290	MP 275	G15395	Federal	ORRI	9/1/1995			Fieldwood En	8.3%	PROD
*No FW asset ownership	MP 281	G10910	Federal	RT	7/1/1989		4,995	EnVen En Vent	50.0%	PROD
*No FW asset ownership	MP 281	G10910	Federal	OP	7/1/1989		4,995	EnVen En Vent	30.0%	PROD
	MP 281	G10910	Federal	ORRI	7/1/1989			EnVen En Vent	3.1%	PROD
MAIN PASS 270/275/289/290	MP 289	G01666	Federal	RT	7/1/1967		4,561	Fieldwood En	100.0%	PROD
\$0 Liability	MP 290	G34866	Federal	RT	7/1/2013	6/21/2017	4,561	Apache Shelf Exp	75.0%	RELINQ
MAIN PASS 275/289/290	MP 290	G01667	Federal	RT	7/1/1967	11/22/2012	4,561	Apache	100.0%	TERMIN
\$0 Liability	MP 291	G34391	Federal	RT	11/1/2012	10/31/2017	4,561	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	MP 292	G34392	Federal	RT	11/1/2012	10/4/2016	4,561	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	MP 293	G34393	Federal	RT	11/1/2012	10/31/2017	4,561	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	MP 294	G34394	Federal	RT	11/1/2012	10/4/2016	4,561	Apache Shelf Exp	100.0%	RELINQ
MAIN PASS 295	MP 295	G32263	Federal	CONT	8/1/2008	7/31/2015	4,561	Fieldwood En	37.5%	TERMIN
MAIN PASS 296/303/304	MP 296	G01673	Federal	RT	6/1/1967		4,561	GOM Shelf	50.0%	UNIT
MAIN PASS 296/303/304	MP 296	G01673	Federal	OP	6/1/1967		4,561	GOM Shelf	25.0%	UNIT
\$0 Liability	MP 297	G34395	Federal	RT	11/1/2012	10/4/2016	4,561	Apache Shelf Exp	100.0%	RELINQ
MAIN PASS 300/301	MP 300	G01317	Federal	OP	6/1/1962		4,561	Cantium	10.4%	UNIT
MAIN PASS 300/301	MP 301	G04486	Federal	OP 1	11/1/1980	8/23/2019	5,000	Walter O&G	10.4%	TERMIN
MAIN PASS 300/301	MP 301	G04486	Federal	OP 2	11/1/1980	8/23/2019	5,000	Walter O&G	6.3%	TERMIN
MAIN PASS 300/301	MP 301	G04486	Federal	OP 3	11/1/1980	8/23/2019	5,000	Walter O&G	10.4%	TERMIN
MAIN PASS 300/301	MP 301	G04486	Federal	RT	11/1/1980	8/23/2019	5,000	Walter O&G	10.4%	TERMIN
MAIN PASS 311/312	MP 302	G32264	Federal	RT	7/1/2008		5,000	GOM Shelf	100.0%	PROD
MAIN PASS 296/303/304	MP 303	G04253	Federal	OP 1	12/1/1979		5,000	Fieldwood En	25.0%	UNIT
MAIN PASS 296/303/304	MP 303	G04253	Federal	RT	12/1/1979		5,000	Fieldwood En	100.0%	UNIT
MAIN PASS 308/309/310	MP 304	G03339	Federal	OP	4/1/1976		5,000	ConocoPhillips	100.0%	UNIT
\$0 Liability	MP 305	G34396	Federal	RT	12/1/2012	11/22/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
MAIN PASS 308/309/310	MP 308	G32265	Federal	RT	8/1/2008		5,000	Fieldwood En	100.0%	PROD
MAIN PASS 308/309/310	MP 309	G08760	Federal	RT	6/1/1987		5,000	Fieldwood En	100.0%	PROD
MAIN PASS 308/309/310	MP 310	G04126	Federal	RT	10/1/1979		5,000	Fieldwood En	100.0%	UNIT
MAIN PASS 311/312	MP 311	G02213	Federal	RT	11/1/1972		5,000	GOM Shelf	50.0%	PROD
MAIN PASS 311/312	MP 311	G02213	Federal	OP	11/1/1972		5,000	GOM Shelf	25.0%	PROD
MAIN PASS 311/312	MP 312	G16520	Federal	RT	7/1/1996		5,000	Fieldwood En	100.0%	PROD
MAIN PASS 311/312	MP 314	G33693	Federal	OP	7/1/2010	6/30/2015	5,000	Apache Shelf Exp	80.0%	EXPIR
MAIN PASS 308/309/310	MP 315	G08467	Federal	RT	7/1/1986		5,000	Fieldwood En	100.0%	PROD
MAIN PASS 308/309/310	MP 315	G08467	Federal	OP 3	7/1/1986		5,000	Fieldwood En	100.0%	PROD
MAIN PASS 308/309/310	MP 315	G08467	Federal	OP 1	7/1/1986		5,000	Fieldwood En	80.0%	PROD
	MP 5	SL13890	SL - LA	WI			26	Apache	50.0%	TERMIN
MAIN PASS 59	MP 59	G03194	Federal	OP	7/1/1975		1,406	Cantium	37.5%	UNIT
MAIN PASS 59	MP 59	G08461	Federal	OP	7/1/1986		2,340	Cantium	37.5%	UNIT
	MP 6	SL03771	SL - LA	WI	4/26/1961	6/28/2012	1,067	Apache	50.0%	TERMIN
	MP 6	SL13580	SL - LA	WI			287	Apache	50.0%	TERMIN
	MP 6	SL13891	SL - LA	WI			270	Apache	50.0%	TERMIN
MAIN PASS 64	MP 64	G04909	Federal	ORRI	12/1/1981		4,988	Sanare En Part	4.2%	UNIT
	MP 7	SL03773	SL - LA	WI	4/26/1961	6/28/2012	-	Apache	50.0%	TERMIN
	MP 7	SL13892	SL - LA	WI			44	Apache	50.0%	TERMIN
\$0 Liability	MP 74	G34857	Federal	RT	8/1/2013	7/7/2016	1,733	Apache Shelf Exp	75.0%	RELINQ
MAIN PASS 77	MP 77	G04481	Federal	RT	11/1/1980		4,655	Fieldwood En Off	26.2%	RELINQ
MAIN PASS 77	MP 77/78	G04481	Federal	OP	11/1/1980		4,655	Fieldwood En Off	23.5%	RELINQ
MAIN PASS 6/7 FED / SL LA	MP 91	G14576	Federal	RT	5/1/1994	3/18/2008	1,017	Apache	100.0%	TERMIN
	MU 883	MF98761	SL - TX	WI				Apache	100.0%	TERMIN
MUSTANG ISLAND A-111	MU A-111	G03068	Federal	RT	4/1/1975	1/12/2013	5,760	Apache	100.0%	TERMIN
\$0 Liability	MU A133	G33392	Federal	RT	10/1/2009	9/30/2014	5,760	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	MU A134	G32724	Federal	RT	11/1/2008	10/31/2013	5,760	Apache	100.0%	EXPIR
MUSTANG ISLAND A-85	MU A85	G03061	Federal	RT	4/1/1975		5,760	EnVen En Vent	53.3%	PROD
\$0 Liability	PE 881	G06390	Federal	OP	2/1/1984	10/17/2013	5,760	ConocoPhillips	18.8%	TERMIN
SOUTH PELTO 20 / PL 1/9/10/11 / SHIP SHOAL 68	PL 1	G04234	Federal	RT	1/1/1980	7/10/2020	1,568	Fieldwood En	100.0%	TERMIN
SOUTH PELTO 20 / PL 1/9/10/11 / SHIP SHOAL 68	PL 10	G02925	Federal	RT	12/1/1974	7/26/2020	5,000	Fieldwood En	100.0%	TERMIN
SOUTH PELTO 20 / PL 1/9/10/11 / SHIP SHOAL 68	PL 11	00071	Federal	RT	9/12/1946	9/8/2020	5,000	Fieldwood En	100.0%	RELINQ
SOUTH PELTO 13	PL 13	G03171	Federal	RT	7/1/1975	5/23/2018	5,000	ANKOR En	12.5%	TERMIN
SOUTH PELTO 13	PL 13	G03171	Federal	OP 1	7/1/1975	5/23/2018	391	ANKOR En	12.5%	TERMIN
SOUTH PELTO 13	PL 13	G03171	Federal	OP 2	7/1/1975	5/23/2018	3,906	ANKOR En	12.5%	TERMIN

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
SOUTH PELTO 13	PL 13	G03171	Federal	OP 3	7/1/1975	5/23/2018	703	ANKOR En	4.4%	TERMIN
SOUTH PELTO 13	PL 13	G03171	Federal	OP 5	7/1/1975	5/23/2018	391	ANKOR En	12.5%	TERMIN
SOUTH PELTO 25	PL 25	G14535	Federal	RT	7/1/1994	7/30/2019	5,000	Fieldwood En	100.0%	TERMIN
*No FW asset ownership	PL 5	G12027	Federal	RT	6/1/1990	5/13/2019	5,000	Talos En Off	100.0%	RELINQ
\$0 Liability	PL 6	G09651	Federal	RT	5/1/1988	7/12/2017	5,000	Walter O&G	100.0%	RELINQ
\$0 Liability	PL 6	G09651	Federal	OP 1	5/1/1988	7/12/2017	5,000	Walter O&G	35.0%	RELINQ
\$0 Liability	PL 6	G09651	Federal	OP 2	5/1/1988	7/12/2017	5,000	Walter O&G	65.0%	RELINQ
\$0 Liability	PL 8	G03587	Federal	RT	8/1/1977	6/19/2018	5,000	ANKOR En	12.5%	TERMIN
SOUTH PELTO 20 / PL 1/9/10/11 / SHIP SHOAL 68	PL 9	G02924	Federal	RT	12/1/1974	7/26/2020	5,000	Fieldwood En	100.0%	TERMIN
SOUTH PELTO 20 / PL 1/9/10/11 / SHIP SHOAL 68	PL 9	G02924	Federal	OP	12/1/1974	7/26/2020	5,000	Fieldwood En	50.0%	TERMIN
	PN 883	MF100410	SL - TX	WI	10/6/1998	1/0/1900	720	Fieldwood	35.0%	ACTIVE
	PN 883	MF100411	SL - TX	WI	10/6/1998	1/0/1900	720	Fieldwood	35.0%	ACTIVE
	PN 883	MF100412	SL - TX	WI	10/6/1998	1/0/1900	720	Fieldwood	35.0%	ACTIVE
	PN 883	MF101898	SL - TX	WI	10/6/1998			Apache	35.0%	TERMIN
	PN 883	MF96146	SL - TX	WI	10/4/1994	1/0/1900	720	Fieldwood	35.0%	ACTIVE
	PN 883	MF96147	SL - TX	WI	10/4/1994	1/0/1900	720	Fieldwood	35.0%	ACTIVE
	PN 883	SL96146	SL - TX	WI	10/4/1994	1/0/1900	720	Fieldwood	35.0%	ACTIVE
	PN 899L	MF100413	SL - TX	WI	10/6/1998	1/0/1900	375	Fieldwood	35.0%	ACTIVE
	PN 899L	MF100414	SL - TX	WI	10/6/1998	1/0/1900	360	Fieldwood	35.0%	ACTIVE
NORTH PADRE ISLAND 969	PN 969	G05953	Federal	RT	10/1/1983	6/30/2015	5,760	Peregrine O&G II	8.3%	TERMIN
NORTH PADRE ISLAND 969	PN 976	G05954	Federal	RT	10/1/1983	6/30/2015	5,760	Peregrine O&G II	8.3%	TERMIN
\$0 Liability	SA 10	G03958	Federal	RT	3/1/1979	12/29/2017	3,144	Fieldwood En	92.3%	TERMIN
\$0 Liability	SA 10	G03958	Federal	OP	3/1/1979	12/29/2017	3,144	Fieldwood En	20.0%	TERMIN
*No FW asset ownership	SA 13	G03959	Federal	OP	3/1/1979	1/16/2020	5,000	Renaissance Off	50.0%	TERMIN
SOUTH MARSH IS. 10/18	SM 10	G01181	Federal	RT	4/1/1962	1/6/2019	5,000	Fieldwood En	100.0%	TERMIN
SOUTH MARSH IS. 105/106	SM 105	G17938	Federal	RT	8/1/1997		5,000	Fieldwood En	100.0%	PROD
SOUTH MARSH IS. 105/106	SM 106	G02279	Federal	RT	2/1/1973	11/19/2015	2,500	Fieldwood En	100.0%	TERMIN
SOUTH MARSH IS. 105/106	SM 106	G03776	Federal	RT	6/1/1978		2,500	Fieldwood En	100.0%	PROD
SOUTH MARSH ISLAND 107/108	SM 108	00792	Federal	RT	5/1/1960	-	5,000	Talos En Off	25.0%	PROD
SOUTH MARSH ISLAND 107/108	SM 108	00792	Federal	OP	5/1/1960	-	5,000	Talos En Off	12.5%	PROD
SOUTH MARSH IS. 10/18	SM 11	G01182	Federal	RT	3/1/1962		5,000	Fieldwood En	100.0%	TERMIN
SOUTH MARSH IS. 127/128	SM 127	G02883	Federal	RT	12/1/1974		2,784	Fieldwood En	66.7%	PROD
SOUTH MARSH IS. 127/128	SM 127	G02883	Federal	OP 2	12/1/1974		2,784	Fieldwood En	33.3%	PROD
SOUTH MARSH IS. 127/128	SM 127	G02883	Federal	RT	12/1/1974		2,784	Fieldwood En	17.3%	PROD
SOUTH MARSH IS. 127/128	SM 127	G02883	Federal	OP 2	12/1/1974		2,784	Fieldwood En	8.7%	PROD
SOUTH MARSH IS. 127/128	SM 128	G02587	Federal	RT	5/1/1974		5,000	Fieldwood En	66.7%	PROD
SOUTH MARSH IS. 127/128	SM 128	G02587	Federal	RT	5/1/1974		5,000	Fieldwood En	17.3%	PROD
SOUTH MARSH IS. 132	SM 132	G02282	Federal	RT	2/1/1973	4/1/2016	5,000	Fieldwood En	50.0%	TERMIN
SOUTH MARSH IS. 136/137/149/150	SM 135	G19776	Federal	RT	5/1/1998	2/18/2012	3,293	Fieldwood En	50.0%	TERMIN
SOUTH MARSH IS. 136/137/149/150	SM 136	G02588	Federal	RT	5/1/1974	8/4/2019	2,500	Fieldwood En	50.0%	TERMIN
SOUTH MARSH IS. 136/137/149/150	SM 137	G02589	Federal	RT	5/1/1974	6/30/2015	5,000	Fieldwood En	50.0%	TERMIN
SOUTH MARSH ISLAND 141	SM 141	G02885	Federal	OP 2	12/1/1974	4/1/2016	5,000	Fieldwood En	66.7%	TERMIN
SOUTH MARSH ISLAND 141	SM 141	G02885	Federal	RT	12/1/1974	4/1/2016	5,000	Fieldwood En	77.6%	TERMIN
SOUTH MARSH ISLAND 141	SM 141	G02885	Federal	OP 2	12/1/1974	4/1/2016	5,000	Fieldwood En	17.3%	TERMIN
SOUTH MARSH IS. 136/137/149/150	SM 149	G02592	Federal	RT	5/1/1974		2,500	Fieldwood En	50.0%	PROD
SOUTH MARSH IS. 136/137/149/150	SM 150	G16325	Federal	RT	6/1/1996	5/22/2018	3,329	Fieldwood En	50.0%	RELINQ
SOUTH MARSH ISLAND 161	SM 161	G04809	Federal	RT	9/1/1981		5,000	Fieldwood En	100.0%	PROD
\$0 Liability	SM 171	G34273	Federal	RT	9/1/2012	8/31/2017	5,000	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	SM 172	G34274	Federal	RT	9/1/2012	8/23/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	SM 177	G34275	Federal	RT	9/1/2012	8/23/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	SM 178	G34276	Federal	RT	9/1/2012	8/31/2017	5,000	Apache Shelf Exp	100.0%	EXPIR
SOUTH MARSH IS. 10/18	SM 18	G08680	Federal	RT	6/1/1987	11/3/2019	5,000	Fieldwood En	50.0%	TERMIN
SOUTH MARSH IS. 10/18	SM 18	G08680	Federal	OP	6/1/1987	11/3/2019	5,000	Fieldwood En	100.0%	TERMIN
\$0 Liability	SM 188	G34277	Federal	RT	9/1/2012	8/23/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	SM 189	G34278	Federal	RT	9/1/2012	8/23/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	SM 193	G34279	Federal	RT	9/1/2012	8/23/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	SM 195	G21108	Federal	ORRI	6/1/1999	12/27/2015		Tarpon O&D	4.0%	TERMIN
	SM 236	G4437	Federal	ORRI	11/1/1980			Cox Op	4.4%	UNIT
SOUTH MARSH IS. 241	SM 241	00310	Federal	RT	2/7/1936	-	114,601	Cox Op	60.0%	UNIT
SOUTH MARSH IS. 241	SM 241	00310	Federal	OP	2/7/1936	-	114,601	Cox Op	60.0%	UNIT
SOUTH MARSH IS. 241	SM 241	00310	Federal	Unit	2/7/1936	-	114,601	Cox Op	16.0%	UNIT
Ex N	SM 268	G02310	Federal	CONT	12/19/1972	9/7/2009		Apache	69.9%	TERMIN
\$0 Liability	SM 268	G34284	Federal	RT	8/1/2012	7/31/2017	3,237	Apache Shelf Exp	100.0%	EXPIR
SOUTH MARSH IS. 268/269/280/281	SM 269	G02311	Federal	RT	1/1/1973		5,000	Fieldwood En	72.8%	PROD
SOUTH MARSH IS. 268/269/280/281	SM 280	G14456	Federal	OP 1	6/1/1994		5,000	Fieldwood En	50.0%	PROD
SOUTH MARSH IS. 268/269/280/281	SM 280	G14456	Federal	OP 3	6/1/1994		5,000	Fieldwood En	50.0%	PROD
SOUTH MARSH IS. 268/269/280/281	SM 280	G14456	Federal	RT	6/1/1994		5,000	Fieldwood En	50.0%	PROD
SOUTH MARSH IS. 268/269/280/281	SM 281	G02600	Federal	RT	4/1/1974		3,214	Fieldwood En	68.1%	PROD
\$0 Liability	SM 34	G13897	Federal	OP	5/1/1993	8/24/2014	5,000	Black Elk En Off Op	50.0%	TERMIN
\$0 Liability	SM 44	G23840	Federal	RT	5/1/2002	3/25/2014	5,000	SandRidge En Off	100.0%	TERMIN
SOUTH MARSH IS. 39	SM 48	00786	Federal	RT	5/1/1960	-	5,000	Fieldwood En	100.0%	PROD
SOUTH MARSH ISLAND 58	SM 58	G01194	Federal	RT	5/1/1962		5,000	ANKOR En	100.0%	PROD
SOUTH MARSH IS. 66	SM 66	G01198	Federal	RT	6/1/1962	9/25/2019	5,000	Fieldwood En	50.0%	TERMIN
\$0 Liability	SM 7	G33610	Federal	RT	7/1/2010	4/30/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
SOUTH MARSH IS. 76	SM 76	G01208	Federal	RT	6/1/1962	1/26/2020	5,000	Fieldwood En	50.0%	TERMIN
SOUTH MARSH IS. 93	SM 93	G21618	Federal	RT	5/1/2000		5,000	Talos ERT	12.5%	PROD
\$0 Liability	SM 97	G32159	Federal	RT	8/1/2008	7/31/2013	5,000	Apache	100.0%	EXPIR
SOUTH PASS 60	SP 61	G01609	Federal	OP	7/1/1967		5,000	Fieldwood En	100.0%	UNIT
SOUTH PASS 62	SP 62	G01294	Federal	RT	6/1/1962		5,000	Fieldwood En	100.0%	PROD
\$0 Liability	SP 63	G34365	Federal	RT	8/1/2012	7/31/2017	5,000	Apache Shelf Exp	100.0%	EXPIR
SOUTH PASS 64/65 / MAIN PASS 152/153	SP 64	G01901	Federal	RT	1/1/1969		5,000	Fieldwood En	50.0%	UNIT
SOUTH PASS 64/65 / MAIN PASS 152/153	SP 64	G01901	Federal	OP	1/1/1969		5,000	Fieldwood En	75.0%	UNIT
SOUTH PASS 64/65 / MAIN PASS 152/153	SP 65	G01610	Federal	RT	7/1/1967		5,000	Fieldwood En	50.0%	UNIT
SOUTH PASS 64/65 / MAIN PASS 152/153	SP 65	G01610	Federal	OP	7/1/1967		5,000	Fieldwood En	75.0%	UNIT
SOUTH PASS 64/65 / MAIN PASS 152/153	SP 66	G1611	Federal	ORRI	6/1/1967			Fieldwood En	8.3%	UNIT
\$0 Liability	SP 68	G34366	Federal	RT	8/1/2012	7/7/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	SP 69	G34367	Federal	RT	8/1/2012	7/7/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
SOUTH PASS 61/70	SP 70	G01614	Federal	RT	6/1/1967		5,000	Fieldwood En	100.0%	PROD
SOUTH PASS 75	SP 75	G05051	Federal	OP 2	4/1/1982	1/23/2016	5,000	GOM Shelf	28.8%	TERMIN
SOUTH PASS 75	SP 75	G05051	Federal	RT	4/1/1982	1/23/2016	5,000	GOM Shelf	71.2%	TERMIN
SOUTH PASS 75	SP 75	G05051	Federal	OP 2	4/1/1982	1/23/2016	5,000	GOM Shelf	71.2%	TERMIN
SOUTH PASS 83	SP 83	G05052	Federal	ORRI	4/1/1982	2/27/2020	5,000	Arena Off	0.7%	RELINQ
SOUTH PASS 87/89 / WEST DELTA 128	SP 87	G07799	Federal	RT	9/1/1985	8/2/2020	3,540	Fieldwood En	33.3%	TERMIN
SOUTH PASS 87/89 / WEST DELTA 128	SP 87	G07799	Federal	RT	9/1/1985	8/2/2020	3,540	Fieldwood En	33.3%	TERMIN
SOUTH PASS 87/89 / WD 128	SP 88	G10894	Federal	RT	6/1/1989	5/2/2012	3,540	Apache	100.0%	RELINQ
SOUTH PASS 87/89 / WEST DELTA 128	SP 89	G01618	Federal	RT	7/1/1967		5,000	Fieldwood En	50.0%	PROD
\$0 Liability	SP 96	G31431	Federal	RT	3/1/2008	2/21/2014	5,000	Stone En	50.0%	RELINQ
SHIP SHOAL 105/126/129	SS 105	G09614	Federal	RT	8/1/1988		5,000	Bennu O&G	100.0%	PROD
SHIP SHOAL 105/126/129	SS 105	G09614	Federal	OP 2	8/1/1988		5,000	Bennu O&G	100.0%	PROD
SHIP SHOAL 105/126/129	SS 105	G09614	Federal	OP 3	8/1/1988		5,000	Bennu O&G	100.0%	PROD
SHIP SHOAL 105/126/129	SS 126	G12940	Federal	RT	5/1/1991	2/16/2020	5,000	Fieldwood En	100.0%	TERMIN
SHIP SHOAL 105/126/129	SS 126	G12940	Federal	OP	5/1/1991	2/16/2020	5,000	Fieldwood En	100.0%	TERMIN
SHIP SHOAL 105/126/129	SS 129	G12941	Federal	RT	5/1/1991		5,000	Fieldwood En	100.0%	PROD
SHIP SHOAL 105/126/129	SS 129	G12941	Federal	ORRI	5/1/1991			Fieldwood En	3.3%	PROD
SHIP SHOAL 130	SS 130	00453	Federal	ORRI	1/1/1955	2/25/2020	5,000	W&T Off	3.0%	TERMIN
SHIP SHOAL 145	SS 145	G34831	Federal	CONT	9/1/2013	10/31/2019	5,000	Hoactzin Part	25.0%	TERMIN
SHIP SHOAL 150	SS 150	00419	Federal	ORRI	11/1/1954	-	5,000	Ridgelake En	5.0%	PROD
SHIP SHOAL 151	SS 151	G15282	Federal	RT	7/1/1995		5,000	EnVen En Vent	100.0%	PROD
\$0 Liability	SS 153	G18011	Federal	RT	7/1/1997	7/5/2016	5,000	Fieldwood En	33.3%	TERMIN
	SS 154	00420	Federal	ORRI	11/1/1954			Ridgelake En	8.0%	PROD
SHIP SHOAL 159	SS 159	G11984	Federal	OP	7/1/1990	10/31/2019	5,000	Hoactzin Part	15.5%	TERMIN
SHIP SHOAL 169/182/193/194	SS 169	00820	Federal	RT	4/1/1960		5,000	Fieldwood En	66.7%	PROD



Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
EUGENE IS. 211/212 / SHIP SHOAL 175/176	SS 175	G05550	Federal	RT	7/1/1983		5,000	Chevron USA	66.7%	UNIT
EUGENE IS. 211/212 / SHIP SHOAL 175/176	SS 176	G33646	Federal	RT	7/1/2010		5,000	Fieldwood En	40.0%	PROD
SHIP SHOAL 178	SS 178	G05551	Federal	RT	7/1/1983		5,000	Fieldwood En	100.0%	PROD
SHIP SHOAL 169/182/193/194	SS 182	G03998	Federal	RT	3/1/1979		2,500	Fieldwood En	100.0%	PROD
SHIP SHOAL 189	SS 188	G05203	Federal	CONT	1/1/1983	12/30/1991	5,027	Fieldwood En	100.0%	TERMIN
SHIP SHOAL 189	SS 189	G04232	Federal	OP 5	12/1/1979		5,000	Fieldwood En	99.0%	PROD
SHIP SHOAL 189	SS 189	G04232	Federal	RT	12/1/1979		5,000	Fieldwood En	99.0%	PROD
SHIP SHOAL 189	SS 189	G4232	Federal	ORRI	12/1/1979			Fieldwood En	8.0%	PROD
SHIP SHOAL 190/206/207/216	SS 190	G10775	Federal	RT	4/1/1989	8/10/2019	5,000	Fieldwood En	60.0%	TERMIN
SHIP SHOAL 190/206/207/216	SS 190	G10775	Federal	OP	4/1/1989	8/10/2019	5,000	Fieldwood En	100.0%	TERMIN
SHIP SHOAL 169/182/193/194	SS 193	G13917	Federal	RT	5/1/1993		5,000	Fieldwood En	100.0%	PROD
SHIP SHOAL 169/182/193/194	SS 194	G15288	Federal	RT	7/1/1995		5,000	Fieldwood En	100.0%	PROD
SHIP SHOAL 198/199	SS 198	00593	Federal	RT	9/1/1955		2,969	Renaissance Off	50.0%	PROD
SHIP SHOAL 198/199	SS 198	G12355	Federal	OP	9/1/1955		2,031	Renaissance Off	25.0%	PROD
\$0 Liability	SS 199	00594	Federal	RT	9/1/1955		3,516	Talos En Off	50.0%	PROD
SHIP SHOAL 198/199	SS 199	G12358	Federal	OP	9/1/1955		1,484	Renaissance Off	50.0%	PROD
SHIP SHOAL 204	SS 204	G01520	Federal	RT	7/1/1967		5,000	Fieldwood En	55.2%	PROD
SHIP SHOAL 190/206/216	SS 206	G01522	Federal	RT	7/1/1967		5,000	Fieldwood En	60.0%	UNIT
SHIP SHOAL 190/206/216	SS 207	G01523	Federal	RT	7/1/1967		5,000	Fieldwood En	72.2%	UNIT
SHIP SHOAL 190/206/216	SS 207	G01523	Federal	OP	7/1/1967		5,000	Fieldwood En	47.6%	UNIT
SHIP SHOAL 189	SS 210	G05204	Federal	CONT	1/1/1983	12/26/1990	5,000	Fieldwood En	100.0%	RELINQ
SHIP SHOAL 190/206/216	SS 216	G01524	Federal	RT	7/1/1967		5,000	Fieldwood En	80.0%	PROD
SHIP SHOAL 243	SS 243	G10780	Federal	RT	7/1/1989		5,000	Fieldwood En	50.0%	PROD
SHIP SHOAL 243	SS 243	G10780	Federal	ORRI	7/1/1989			Fieldwood En	4.2%	PROD
SHIP SHOAL 246/247/248/270/271	SS 249	G01030	Federal	OP 1	6/1/1962		5,000	Fieldwood En Off	5.3%	UNIT
SHIP SHOAL 246/247/248/270/271	SS 249	G1030	Federal	ORRI	6/1/1962			Fieldwood En Off	0.2%	UNIT
\$0 Liability	SS 258	G05560	Federal	RT	7/1/1983	4/1/2016	5,000	Castex Off	100.0%	TERMIN
\$0 Liability	SS 258	G05560	Federal	OP	7/1/1983	4/1/2016	5,000	Castex Off	7.4%	TERMIN
SHIP SHOAL 258/259	SS 259	G05044	Federal	RT	4/1/1982	3/1/2018	5,141	Fieldwood En	100.0%	TERMIN
SHIP SHOAL 258/259	SS 259	G05044	Federal	OP	4/1/1982	3/1/2018	5,141	Fieldwood En	7.4%	TERMIN
\$0 Liability	SS 271	G01038	Federal	RT	6/1/1962		5,000	Fieldwood En Off	20.0%	UNIT
SHIP SHOAL 274	SS 274	G01039	Federal	RT	6/1/1962		5,000	Fieldwood En	100.0%	PROD
SHIP SHOAL 274	SS 276	G10785	Federal	RT	5/1/1989	10/31/2007	5,000	Monforte	66.7%	TERMIN
SHIP SHOAL 274	SS 277	G09627	Federal	RT	5/1/1988		5,000	Fieldwood En	1.0%	SOP
SHIP SHOAL 274	SS 277	G09627	Federal	OP	5/1/1988		5,000	Fieldwood En	100.0%	SOP
\$0 Liability	SS 278	G32206	Federal	RT	8/1/2008	7/31/2013	5,000	Apache	100.0%	EXPIR
SHIP SHOAL 300/314/315	SS 291	G02923	Federal	OP	12/1/1974		3,750	Fieldwood En	67.9%	OPERN
SHIP SHOAL 30/31/32/33	SS 30	00333	Federal	RT	9/12/1946		5,000	W & T Off	37.5%	UNIT
	SS 301	G10794	Federal	ORRI	5/1/1989			Fieldwood En	1.5%	SOP
SHIP SHOAL 30/31/32/33	SS 31	00334	Federal	RT	9/12/1946		5,000	W & T Off	37.5%	UNIT
SHIP SHOAL 300/314/315	SS 314	G26074	Federal	OP 4	5/1/2004		5,000	Fieldwood En	37.5%	PROD
SHIP SHOAL 300/314/315	SS 314	G26074	Federal	RT	5/1/2004		5,000	Fieldwood En	75.0%	PROD
SHIP SHOAL 300/314/315	SS 314	G26074	Federal	ORRI	5/1/2004			Fieldwood En	4.5%	PROD
SHIP SHOAL 30/31/32/33	SS 32	00335	Federal	RT	9/12/1946		5,000	W & T Off	37.5%	UNIT
SHIP SHOAL 30/31/32/33	SS 33	00336	Federal	CONT	9/12/1946	-	5,000	W&T Off	28.9%	UNIT
SHIP SHOAL 30/31/32/33	SS 33	00336	Federal	ORRI	9/12/1946	-	5,000	W&T Off	0.8%	UNIT
SHIP SHOAL 354	SS 354	G15312	Federal	RT	7/1/1995		5,000	Fieldwood En	100.0%	PROD
\$0 Liability	SS 355	G33650	Federal	RT	6/1/2010	4/7/2016	5,323	Apache Shelf Exp	100.0%	RELINQ
SHIP SHOAL 58	SS 58	G07746	Federal	ORRI	7/1/1985		5,000	Talos Third Cst	10.5%	PROD
SOUTH PELTO 20 / PL 1/9/10/11 / SHIP SHOAL 68	SS 68	G02917	Federal	RT	12/1/1974	11/15/2019	5,000	Fieldwood En	100.0%	RELINQ
SHIP SHOAL 87	SS 87	G12349	Federal	ORRI	9/12/1946		1,953	Sanare En Part	1.0%	UNIT
SHIP SHOAL 91	SS 91	G02919	Federal	RT	12/1/1974		5,000	Fieldwood En	87.5%	PROD
SHIP SHOAL 91	SS 91	G02919	Federal	OP 2	12/1/1974		5,000	Fieldwood En	87.5%	PROD
SHIP SHOAL 91	SS 91	G02919	Federal	OP 2	12/1/1974		5,000	Fieldwood En	12.5%	PROD
SHIP SHOAL 91	SS 91	G02919	Federal	RT	12/1/1974		5,000	Fieldwood En	12.5%	PROD
\$0 Liability	ST 146	G33110	Federal	RT	7/1/2009	6/30/2014	3,772	Apache Shelf Exp	100.0%	EXPIR
SOUTH TIMBALIER 148	ST 148	G01960	Federal	RT	2/1/1970		2,500	Arena Off	15.6%	PROD
SOUTH TIMBALIER 148	ST 148	G01960	Federal	OP	2/1/1970		2,500	Arena Off	15.6%	PROD
SOUTH TIMBALIER 176	ST 161	G01248	Federal	OP	6/1/1962		5,000	Arena Off	25.0%	PROD
\$0 Liability	ST 166	G01252	Federal	OP	6/1/1962	8/27/2013	5,000	Apache	100.0%	TERMIN
\$0 Liability	ST 173	G04001	Federal	RT	3/1/1979	8/27/2013	5,000	Apache	100.0%	TERMIN
\$0 Liability	ST 179	G12020	Federal	RT	6/1/1990	8/27/2015	5,000	Fieldwood En Off	50.0%	TERMIN
\$0 Liability	ST 179	G12020	Federal	OP	6/1/1990	8/27/2015	5,000	Fieldwood En Off	68.8%	TERMIN
\$0 Liability	ST 190	G01261	Federal	RT	6/1/1962	9/27/2014	5,000	Black Elk En Off Op	40.0%	TERMIN
\$0 Liability	ST 190	G01261	Federal	OP	6/1/1962	9/27/2014	5,000	Black Elk En Off Op	40.0%	TERMIN
\$0 Liability	ST 194	G05610	Federal	RT	7/1/1983	1/5/2015	5,000	Fieldwood En	100.0%	TERMIN
\$0 Liability	ST 203	G01269	Federal	OP 1	6/1/1962	5/25/2014	5,000	Black Elk En Off Op	40.0%	TERMIN
\$0 Liability	ST 203	G01269	Federal	OP 2	6/1/1962	5/25/2014	5,000	Black Elk En Off Op	20.0%	TERMIN
\$0 Liability	ST 203	G01269	Federal	RT	6/1/1962	5/25/2014	5,000	Black Elk En Off Op	40.0%	TERMIN
SOUTH TIMBALIER 205/206	ST 205	G05612	Federal	RT	7/1/1983		5,000	Fieldwood En	50.0%	PROD
SOUTH TIMBALIER 205/206	ST 205	G05612	Federal	OP 3	7/1/1983		5,000	Fieldwood En	75.0%	PROD
SOUTH TIMBALIER 205/206	ST 205	G05612	Federal	OP	4/1/1983		5,000	Fieldwood En	100.0%	PROD
SOUTH TIMBALIER 205/206	ST 205	G05612	Federal	OP 7	7/1/1983		5,000	Fieldwood En	50.0%	PROD
SOUTH TIMBALIER 205/206	ST 205	G05612	Federal	OP 6	7/1/1983		5,000	Fieldwood En	75.0%	PROD
SOUTH TIMBALIER 205/206	ST 205	G05612	Federal	OP 5	7/1/1983		5,000	Fieldwood En	50.0%	PROD
SOUTH TIMBALIER 205/206	ST 206	G05613	Federal	RT	7/1/1983	1/31/2015	5,000	Fieldwood En	50.0%	TERMIN
\$0 Liability	ST 228	G32217	Federal	RT	8/1/2008	7/31/2013	5,000	Eni US Op	40.0%	EXPIR
SOUTH TIMBALIER 229	ST 229	G13938	Federal	OP	7/1/1993		2,148	W & T Off	33.3%	PROD
\$0 Liability	ST 244	G34341	Federal	RT	10/1/2012	9/16/2016	4,572	Apache Shelf Exp	100.0%	RELINQ
*No FW lease ownership	ST 26	G01361	Federal	RT	5/1/1964		625	Cox Op	50.0%	UNIT
*No FW lease ownership	ST 26	G01870	Federal	RT	11/1/1968		1,875	Cox Op	50.0%	UNIT
*No FW lease ownership	ST 26	G02620	Federal	RT	5/1/1974		2,500	Cox Op	50.0%	UNIT
SOUTH TIMBALIER 276/295/296	ST 276	G07780	Federal	RT	8/1/1985		5,000	Eni US Op	100.0%	UNIT
SOUTH TIMBALIER 276/295/296	ST 276	G07780	Federal	OP	8/1/1985		5,000	Eni US Op	100.0%	UNIT
EWING BANK 826/782 / SOUTH TIMBALIER 291	ST 290	G16454	Federal	RT	4/24/1996	1/5/2010	5,000	Apache	100.0%	TERMIN
EWING BANK 826/782 / SOUTH TIMBALIER 291	ST 291	G16455	Federal	RT	9/1/1996		5,000	Fieldwood En	100.0%	PROD
EWING BANK 826/782 / SOUTH TIMBALIER 291	ST 291	G16455	Federal	OP	9/1/1996		5,000	Fieldwood En	100.0%	PROD
SOUTH TIMBALIER 276/295/296	ST 295	G05646	Federal	RT	7/1/1983		5,000	Fieldwood En	100.0%	UNIT
SOUTH TIMBALIER 276/295/296	ST 296	G12981	Federal	RT	5/1/1991		5,000	Fieldwood En	100.0%	UNIT
SOUTH TIMBALIER 276/295/296	ST 296	G12981	Federal	OP	5/1/1991		5,000	Fieldwood En	100.0%	UNIT
SOUTH TIMBALIER 311	ST 311	G31418	Federal	RT	3/1/2008		5,000	Walter O&G	45.0%	PROD
SOUTH TIMBALIER 316	ST 316	G22762	Federal	RT	6/1/2001		4,435	W & T Off	20.0%	PROD
SOUTH TIMBALIER 311	ST 320	G24990	Federal	RT	5/1/2003		5,000	W & T Off	11.3%	PROD
\$0 Liability	ST 47	G33652	Federal	RT	7/1/2010	4/30/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
SOUTH TIMBALIER 49	ST 49	G24956	Federal	RT	6/1/2003		5,000	Fieldwood En	100.0%	PROD
SOUTH TIMBALIER 49	ST 49	G24956	Federal	OP	6/1/2003		5,000	Fieldwood En	100.0%	PROD
\$0 Liability	ST 50	G34331	Federal	RT	8/1/2012	7/7/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
SOUTH TIMBALIER 53/67/68	ST 53	G04000	Federal	RT	3/1/1979		5,000	Fieldwood En	50.0%	PROD
SOUTH TIMBALIER 53/67/68	ST 53	G04000	Federal	OP 1	3/1/1979		5,000	Fieldwood En	50.0%	PROD
\$0 Liability	ST 59	G31404	Federal	RT	2/1/2008	1/17/2014	5,000	LLOG Exp Off	25.0%	RELINQ
\$0 Liability	ST 64	G33106	Federal	RT	7/1/2009	6/30/2014	5,000	Apache Shelf Exp	100.0%	EXPIR
SOUTH TIMBALIER 53/67/68	ST 67	00020	Federal	CONT	4/25/1947			Fieldwood En	79.7%	UNIT
SABINE PASS 10	SX 17	G04143	Federal	RT	10/1/1979	9/30/2013	2,042	Apache	92.3%	RELINQ
SABINE PASS 10	SX 17	G04143	Federal	OP	10/1/1979	9/30/2013	2,042	Apache	20.0%	RELINQ
\$0 Liability	VK 118	G33697	Federal	RT	5/1/2010	4/30/2015	5,760	Apache Shelf Exp	75.0%	EXPIR
VIOSCA KNOLL 203/204	VK 203	G07890	Federal	RT	7/1/1985	11/29/2019	5,760	Talos ERT	33.3%	TERMIN
VIOSCA KNOLL 203/204	VK 203	G07890	Federal	OP	7/1/1985	11/29/2019	5,760	Talos ERT	33.3%	TERMIN
VIOSCA KNOLL 203/204	VK 204	G04921	Federal	RT	12/1/1981	11/29/2019	5,760	Talos ERT	33.3%	TERMIN
VIOSCA KNOLL 203/204	VK 204	G04921	Federal	OP	12/1/1981	11/29/2019	5,760	Talos ERT	33.3%	TERMIN
VIOSCA KNOLL 251/340/384	VK 251	G10930	Federal	OP	7/1/1989		5,760	Fieldwood En Off	7.5%	UNIT
VIOSCA KNOLL 251/340/384	VK 340	G10933	Federal	OP	7/1/1989		5,760	Fieldwood En Off	7.5%	UNIT
\$0 Liability	VK 384	G16541	Federal	OP	6/1/1996	2/8/2014	5,760	Chevron USA	20.0%	TERMIN

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
MAIN PASS 259/260 / VIOSCA KNOLL 693/694	VK 692/693	G07898	Federal	RT	9/1/1985	7/11/2020	4,773	Fieldwood En	56.9%	TERMIN
MAIN PASS 259/260 / VIOSCA KNOLL 693/694	VK 694	G13055	Federal	RT	7/1/1991	7/11/2020	3,214	Fieldwood En	53.1%	TERMIN
MAIN PASS 259/260 / VIOSCA KNOLL 693/694	VK 694	G13055	Federal	OP	7/1/1991	7/11/2020	3,214	Fieldwood En	92.1%	TERMIN
\$0 Liability	VK 698	G07901	Federal	RT	8/1/1985	2/20/2014	4,996	Fieldwood En	52.4%	TERMIN
\$0 Liability	VK 736	G13987	Federal	RT	7/1/1993	12/12/2013	4,742	Fieldwood En	100.0%	TERMIN
VIOSCA KNOLL 780	VK 780	G06884	Federal	RT	6/1/1984	12/12/2013	5,760	Fieldwood En	100.0%	TERMIN
VIOSCA KNOLL 780	VK 824	G15436	Federal	RT	9/1/1995	8/20/2013	5,760	Apache	100.0%	RELINQ
\$0 Liability	VK 856	G34872	Federal	RT	7/1/2013	6/21/2017	877	Apache Shelf Exp	75.0%	RELINQ
\$0 Liability	VK 899	G34408	Federal	RT	8/1/2012	7/31/2017	1,553	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	VR 115	G33593	Federal	RT	6/1/2010	4/30/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	VR 128	G33594	Federal	RT	6/1/2010	4/30/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
*No FW lease ownership	VR 131	00775	Federal	OP	5/1/1960	7/20/2020	4,923	Talos En Off	72.5%	TERMIN
\$0 Liability	VR 146	G33084	Federal	RT	7/1/2009	6/30/2014	5,000	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	VR 156	G34251	Federal	RT	10/1/2012	7/24/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	VR 160	G34252	Federal	RT	10/1/2012	7/24/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	VR 161	G34253	Federal	RT	10/1/2012	7/24/2015	4,868	Apache Shelf Exp	100.0%	RELINQ
VERMILION 252	VR 252	G05431	Federal	ORRI	7/1/1983		4,454	Castex Off	2.0%	PROD
VERMILION 253	VR 253	G17912	Federal	ORRI	7/1/1997		5,000	Castex Off	0.6%	PROD
\$0 Liability	VR 26	00297	Federal	OP 1	11/26/1946	9/12/2013	4,646	Apache Shelf	100.0%	TERMIN
\$0 Liability	VR 26	00297	Federal	OP 2	11/26/1946	9/12/2013	4,646	Apache Shelf	25.0%	TERMIN
\$0 Liability	VR 26	00297	Federal	RT	11/26/1946	9/12/2013	4,646	Apache Shelf	50.0%	TERMIN
VERMILION 261/262	VR 261	G03328	Federal	RT	4/1/1976	8/10/2020	5,429	Fieldwood En	75.0%	TERMIN
VERMILION 261/262	VR 261	G03328	Federal	OP 2	4/1/1976	8/10/2020	5,429	Fieldwood En	37.5%	TERMIN
VERMILION 261/262	VR 261	G03328	Federal	ORRI	4/1/1976			Fieldwood En	6.3%	TERMIN
VERMILION 261/262	VR 262	G34257	Federal	RT	10/1/2012	7/7/2017	5,485	Fieldwood En	75.0%	RELINQ
VERMILION 265	VR 265	G01955	Federal	RT	1/1/1970		5,000	Fieldwood En	100.0%	SOP
\$0 Liability	VR 27	G01329	Federal	OP 2	12/1/1962	6/16/2013	1,902	Apache Shelf	100.0%	TERMIN
\$0 Liability	VR 27	G01329	Federal	OP 1	12/1/1962	6/16/2013	1,902	Apache Shelf	25.0%	TERMIN
\$0 Liability	VR 27	G01329	Federal	RT	12/1/1962	6/16/2013	1,902	Apache Shelf	50.0%	TERMIN
VERMILION 271/272 / SM 87/102	VR 271	G04800	Federal	OP	9/1/1981		4,418	Castex Off	12.5%	PROD
VERMILION 326	VR 326	G21096	Federal	RT	6/1/1999	8/21/2020	5,000	Fieldwood En	70.3%	TERMIN
	VR 332	G09514	Federal	CONT	3/30/1988			Fieldwood En	50.0%	PROD
\$0 Liability	VR 34	G01356	Federal	OP 1	6/1/1964	6/16/2013	625	Apache Shelf	100.0%	TERMIN
\$0 Liability	VR 34	G01356	Federal	OP 2	6/1/1964	6/16/2013	625	Apache Shelf	75.0%	TERMIN
\$0 Liability	VR 34	G01356	Federal	RT	6/1/1964	6/16/2013	625	Apache Shelf	100.0%	TERMIN
\$0 Liability	VR 35	00548	Federal	OP 1	9/1/1955	6/16/2013	2,500	Apache Shelf	100.0%	TERMIN
\$0 Liability	VR 35	00548	Federal	OP 2	9/1/1955	6/16/2013	2,500	Apache Shelf	75.0%	TERMIN
\$0 Liability	VR 35	00549	Federal	OP 1	9/1/1955	6/16/2013	2,500	Apache Shelf	100.0%	TERMIN
\$0 Liability	VR 35	00549	Federal	OP 2	9/1/1955	6/16/2013	2,500	Apache Shelf	75.0%	TERMIN
\$0 Liability	VR 35	00548	Federal	RT	9/1/1955	6/16/2013	2,500	Apache Shelf	100.0%	TERMIN
\$0 Liability	VR 35	00549	Federal	RT	9/1/1955	6/16/2013	2,500	Apache Shelf	100.0%	TERMIN
VERMILION 356	VR 356	G17921	Federal	ORRI	8/1/1997		4,093	EnVen En Vent	2.6%	PROD
\$0 Liability	VR 36	G01357	Federal	OP 2	6/1/1964	6/16/2013	625	Apache Shelf	75.0%	TERMIN
\$0 Liability	VR 36	G01357	Federal	OP 1	6/1/1964	6/16/2013	625	Apache Shelf	100.0%	TERMIN
\$0 Liability	VR 36	G01357	Federal	RT	6/1/1964	6/16/2013	625	Apache Shelf	100.0%	TERMIN
Other (TBD)	VR 369	G02274	Federal	OP 4	2/1/1973		5,000	Renaissance Off	23.2%	UNIT
Other (TBD)	VR 369	G02274	Federal	OP 3	2/1/1973		5,000	Renaissance Off	23.2%	UNIT
Other (TBD)	VR 369	G02274	Federal	RT	2/1/1973		5,000	Renaissance Off	23.2%	UNIT
\$0 Liability	VR 374	G32153	Federal	RT	8/1/2008	7/31/2013	5,000	Apache	100.0%	EXPIR
VERMILION 380/381	VR 380	G02580	Federal	RT	5/1/1974		5,000	Fieldwood En	100.0%	PROD
VERMILION 380/381	VR 381	G16314	Federal	RT	9/1/1996	10/27/2015	5,000	Apache Shelf	100.0%	TERMIN
VERMILION 380/381	VR 381	G16314	Federal	OP	9/1/1996	10/27/2015	5,000	Apache Shelf	80.0%	TERMIN
\$0 Liability	VR 386	G02278	Federal	RT A	2/1/1973		5,000	Marathon Oil	30.2%	UNIT
\$0 Liability	VR 386	G02278	Federal	RT B	2/1/1973		5,000	Marathon Oil	29.0%	UNIT
VERMILION 408	VR 408	G15212	Federal	RT	7/1/1995		5,000	Fieldwood En	12.5%	PROD
VERMILION 408	VR 408	G15212	Federal	OP	7/1/1995		5,000	Fieldwood En	100.0%	PROD
WEST CAMERON 71/72/102	WC 102	00247	Federal	RT	9/9/1946		5,000	Fieldwood En	100.0%	TERMIN
WEST CAMERON 110	WC 110	00081	Federal	RT	6/10/1947		5,000	BP E&P	100.0%	PROD
WEST CAMERON 110	WC 110	00081	Federal	OP	6/10/1947		5,000	BP E&P	37.5%	PROD
WEST CAMERON 110/111	WC 111	00082	Federal	RT	6/10/1947		1,250	BP E&P	100.0%	PROD
WEST CAMERON 110/111	WC 111	00082	Federal	OP	6/10/1947		1,250	BP E&P	37.5%	PROD
\$0 Liability	WC 111	G33046	Federal	RT	8/1/2009	7/31/2014	3,750	Eni US Op	25.0%	EXPIR
\$0 Liability	WC 130	G12761	Federal	RT	5/1/1991	4/1/2015	5,000	Eni US Op	25.0%	TERMIN
WEST CAMERON 144	WC 144	G01953	Federal	RT	2/1/1970	4/1/2016	5,000	Fieldwood En	62.5%	TERMIN
\$0 Liability	WC 155	G32114	Federal	RT	8/1/2008	7/31/2013	5,000	Apache	100.0%	EXPIR
WEST CAMERON 163	WC 163	G05299	Federal	RT A	7/1/1983	12/1/2015	5,000	Fieldwood En	61.0%	TERMIN
WEST CAMERON 163	WC 163	G05299	Federal	RT B	7/1/1983	12/1/2015	5,000	Fieldwood En	56.2%	TERMIN
\$0 Liability	WC 165	00758	Federal	RT	4/1/1960	12/30/2017	5,000	Fieldwood En	100.0%	TERMIN
\$0 Liability	WC 172	G01998	Federal	OP 1	2/1/1971	10/18/2014	5,000	Apache Shelf	22.5%	TERMIN
\$0 Liability	WC 172	G01998	Federal	OP 2	2/1/1971	10/18/2014	5,000	Apache Shelf	22.5%	TERMIN
\$0 Liability	WC 172	G01998	Federal	OP 3	2/1/1971	10/18/2014	5,000	Apache Shelf	22.5%	TERMIN
\$0 Liability	WC 172	G01998	Federal	OP 4	2/1/1971	10/18/2014	5,000	Apache Shelf	22.5%	TERMIN
\$0 Liability	WC 172	G01998	Federal	OP 10	2/1/1971	10/18/2014	5,000	Apache Shelf	25.0%	TERMIN
\$0 Liability	WC 172	G01998	Federal	OP 11	2/1/1971	10/18/2014	5,000	Apache Shelf	25.0%	TERMIN
\$0 Liability	WC 172	G01998	Federal	OP 12	2/1/1971	10/18/2014	5,000	Apache Shelf	25.0%	TERMIN
\$0 Liability	WC 181	G33558	Federal	RT	6/1/2010	4/30/2015	2,500	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	WC 196	G05292	Federal	RT	7/1/1983	8/27/2013	5,000	Union Oil CA	8.3%	TERMIN
*No FW asset ownership	WC 20	00680	Federal	OP	8/1/1959		1,873	Sanare En Part	50.0%	PROD
\$0 Liability	WC 210	G34216	Federal	RT	10/1/2012	3/3/2014	5,000	Apache	100.0%	RELINQ
\$0 Liability	WC 225	G00900	Federal	OP 1	4/1/1962	3/14/2018	5,000	Tarpon O&D	26.7%	TERMIN
WEST CAMERON 269	WC 269	G13563	Federal	OP	8/1/1992	8/11/2020	5,000	Sanare En Part	33.8%	TERMIN
WEST CAMERON 289/290/294	WC 290	G04818	Federal	OP 1	9/1/1981	7/21/2020	5,000	Fieldwood En Off	10.4%	TERMIN
WEST CAMERON 289/290/294	WC 290	G04818	Federal	RT	9/1/1981	7/21/2020	5,000	Fieldwood En Off	16.7%	TERMIN
\$0 Liability	WC 291	G04397	Federal	RT	11/1/1980	7/16/2013	5,000	Apache	100.0%	TERMIN
\$0 Liability	WC 291	G04397	Federal	OP	11/1/1980	7/16/2013	5,000	Apache	60.0%	TERMIN
WEST CAMERON 295	WC 295	G24730	Federal	OP 1	5/1/2003		5,000	Fieldwood En	20.6%	PROD
\$0 Liability	WC 300	G15078	Federal	RT	7/1/1995	12/21/2013	5,000	SandRidge En Off	14.0%	TERMIN
\$0 Liability	WC 300	G15078	Federal	OP	7/1/1995	12/21/2013	5,000	SandRidge En Off	24.4%	TERMIN
\$0 Liability	WC 310	G17789	Federal	RT	8/1/1997	6/3/2016	5,000	Fieldwood En	100.0%	TERMIN
\$0 Liability	WC 310	G17789	Federal	OP	8/1/1997	6/3/2016	5,000	Fieldwood En	73.7%	TERMIN
WEST CAMERON 33	WC 33	G15050	Federal	RT	7/1/1995		2,891	Fieldwood En	100.0%	PROD
WEST CAMERON 35/65/66	WC 34	G03251	Federal	RT	9/1/1975	6/1/2012	4,506	Apache	100.0%	TERMIN
WEST CAMERON 35/65/66	WC 35	G02819	Federal	RT	12/1/1974	11/3/2013	4,688	Apache	100.0%	TERMIN
WEST CAMERON 35/65/66	WC 35	G02819	Federal	OP	12/1/1974	11/3/2013	4,688	Apache	100.0%	TERMIN
WEST CAMERON 35/65/66	VC 35, WC 6	G01860	Federal	OP 2	1/1/1969		1,563	BP E&P	100.0%	PROD
WEST CAMERON 35/65/66	WC 35/66	G01860	Federal	RT	1/1/1969		1,563	BP E&P	100.0%	PROD
\$0 Liability	WC 401	G07619	Federal	RT	7/1/1985	9/27/2015	5,000	ConocoPhillips	33.3%	TERMIN
\$0 Liability	WC 576	G33061	Federal	RT	6/1/2009	5/31/2014	5,000	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	WC 624	G33064	Federal	RT	6/1/2009	5/31/2014	5,000	Apache Shelf Exp	100.0%	EXPIR
WEST CAMERON 35/65/66	WC 65	G02825	Federal	OP 4	12/1/1974		5,000	BP E&P	81.3%	PROD
WEST CAMERON 35/65/66	WC 65	G02825	Federal	RT	12/1/1974		5,000	BP E&P	100.0%	PROD
WEST CAMERON 35/65/66	WC 65	G02825	Federal	OP	12/1/1974		5,000	BP E&P	100.0%	PROD
\$0 Liability	WC 650	G34217	Federal	RT	10/1/2012	9/19/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	WC 656	G34218	Federal	RT	10/1/2012	9/19/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	WC 657	G34219	Federal	RT	10/1/2012	9/19/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
WEST CAMERON 35/65/66	WC 66	G02826	Federal	OP 2	12/1/1974		3,750	Fieldwood En	75.0%	PROD
WEST CAMERON 35/65/66	WC 66	G02826	Federal	OP	12/1/1974		3,750	Fieldwood En	100.0%	PROD
WEST CAMERON 35/65/66	WC 67	G03256	Federal	OP 1	9/1/1975	2/8/2008	5,000	Apache	100.0%	TERMIN
WEST CAMERON 35/65/66	WC 67	G03256	Federal	OP 2	9/1/1975	2/8/2008	5,000	Apache	66.6%	TERMIN
\$0 Liability	WC 68	00526	Federal	RT	9/1/1955	9/3/2014	2,500	BP Am Prod	100.0%	TERMIN
WEST CAMERON 35/65/66	WC 71	00244	Federal	RT	9/9/1946	12/19/2019	5,000	Fieldwood En	100.0%	TERMIN



Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
WEST CAMERON 71/72/102	WC 72	G23735	Federal	RT	7/1/2002		5,000	Fieldwood En Off	25.0%	PROD
*No FW asset ownership	WC 73	G23736	Federal	OP	7/1/2002		5,000	Castex Off	25.0%	PROD
\$0 Liability	WC 99	G34213	Federal	RT	8/1/2012	7/7/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
WEST DELTA 90/103	WD 103	00840	Federal	RT	5/1/1960		3,984	Fieldwood En	100.0%	PROD
WEST DELTA 90/103	WD 103	G12360	Federal	OP 1	5/1/1960		1,016	Fieldwood En	81.3%	PROD
WEST DELTA 104/105	WD 104	00841	Federal	RT	5/1/1960		5,000	Fieldwood En	100.0%	PROD
WEST DELTA 104/105	WD 104	00841	Federal	OP 1	5/1/1960		5,000	Fieldwood En	100.0%	PROD
WEST DELTA 104/105	WD 104	00841	Federal	OP 2	5/1/1960		5,000	Fieldwood En	100.0%	PROD
WEST DELTA 104/105	WD 104	00841	Federal	OP 3	5/1/1960		5,000	Fieldwood En	100.0%	PROD
WEST DELTA 104/105	WD 104	00841	Federal	OP 5	5/1/1960		5,000	Fieldwood En	100.0%	PROD
WEST DELTA 104/105	WD 105	00842	Federal	RT	5/1/1960		5,000	Fieldwood En	100.0%	PROD
WEST DELTA 104/105	WD 105	00842	Federal	OP 3	5/1/1960		5,000	Fieldwood En	100.0%	PROD
WEST DELTA 104/105	WD 105	00842	Federal	OP 4	5/1/1960		5,000	Fieldwood En	100.0%	PROD
WEST DELTA 104/105	WD 105	00842	Federal	OP 5	5/1/1960		5,000	Fieldwood En	100.0%	PROD
WEST DELTA 104/105	WD 105	00842	Federal	OP 6	5/1/1960		5,000	Fieldwood En	100.0%	PROD
WEST DELTA 121/122	WD 121	G19843	Federal	OP 1	8/1/1998		5,000	Fieldwood En	84.0%	PROD
WEST DELTA 121/122	WD 122	G13645	Federal	OP 1	8/1/1992		5,000	Fieldwood En	84.0%	PROD
WEST DELTA 121/122	WD 122	G13645	Federal	OP 2	8/1/1992		5,000	Fieldwood En	84.0%	PROD
WEST DELTA 121/122	WD 122	G13645	Federal	RT	8/1/1992		5,000	Fieldwood En	100.0%	PROD
SOUTH PASS 87/89 / WEST DELTA 128	WD 128	G10883	Federal	RT	6/1/1989	8/2/2020	5,000	Fieldwood En	100.0%	TERMIN
WEST DELTA 133	WD 133	G1106	Federal	ORRI	5/1/1962			Arena Off	1.0%	PROD
WEST DELTA 133	WD 133	G1106	Federal	ORRI	5/1/1962			Arena Off	7.2%	PROD
WEST DELTA 133	WD 133	G01106	Federal	RT	5/1/1962		5,000	Arena Off	100.0%	PROD
\$0 Liability	WD 34	G03414	Federal	RT	1/1/1977	3/20/2017	2,500	Fieldwood En	76.7%	TERMIN
\$0 Liability	WD 34	G03414	Federal	OP	1/1/1977	3/20/2017	2,500	Fieldwood En	46.7%	TERMIN
\$0 Liability	WD 38	G22772	Federal	RT	5/1/2001	9/13/2013	1,796	Apache	87.5%	TERMIN
\$0 Liability	WD 38	G22772	Federal	OP	5/1/2001	9/13/2013	1,796	Apache	43.8%	TERMIN
\$0 Liability	WD 41	G01073	Federal	RT	3/1/1962	10/25/2013	5,000	Apache	100.0%	TERMIN
\$0 Liability	WD 41	G01073	Federal	OP	3/1/1962	10/25/2013	5,000	Apache	50.0%	TERMIN
\$0 Liability	WD 42	G16470	Federal	RT	9/1/1996	1/26/2014	5,000	Fieldwood En	100.0%	TERMIN
\$0 Liability	WD 42	G16470	Federal	OP	9/1/1996	1/26/2014	5,000	Fieldwood En	50.0%	TERMIN
	WD 53	17935	SL- LA	WI	10/13/2003	1/27/2015	-	Whitney Oil	33.3%	TERMIN
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 67	00179	Federal	RT	7/17/1948		2,500	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 67	00179	Federal	OP 2	7/17/1948		2,500	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 68	00180	Federal	RT	7/17/1948		1,833	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 68	00180	Federal	OP 2	7/17/1948		1,833	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 69	00181	Federal	RT	7/17/1948		3,665	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 69	00181	Federal	OP 2	7/17/1948		3,665	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 70	00182	Federal	RT	7/17/1948		5,000	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 70	00182	Federal	OP 2	7/17/1948		5,000	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 71	00838	Federal	RT	4/1/1960		5,000	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 71	00838	Federal	OP 2	4/1/1960		5,000	GOM Shelf	37.5%	UNIT
WEST DELTA 75/90	WD 75	G01085	Federal	RT	6/1/1962		5,000	Fieldwood En	100.0%	PROD
WEST DELTA 90/103	WD 90	G01089	Federal	OP 3	6/1/1962		5,000	Fieldwood En	81.3%	PROD
WEST DELTA 90/103	WD 90	G01089	Federal	RT	6/1/1962		5,000	Fieldwood En	100.0%	PROD
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 94	00839	Federal	RT	5/1/1960		5,000	GOM Shelf	75.0%	PROD
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 94	00839	Federal	OP 2	5/1/1960		5,000	GOM Shelf	37.5%	PROD
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 95	G01497	Federal	RT	12/1/1966		5,000	GOM Shelf	75.0%	PROD
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 95	G01497	Federal	OP 1	12/1/1966		5,000	GOM Shelf	75.0%	PROD
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 96	G01498	Federal	RT	12/1/1966		3,665	GOM Shelf	75.0%	PROD
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 96	G01498	Federal	OP 2	12/1/1966		3,665	GOM Shelf	37.5%	PROD

Lease / ROW / RUE	Status	Area	Block	Depths	Area / Aliquot	Leasehold	WI
G06069	TERMIN	Brazos Area	491	6891 to 99999	All	Operating Rights	50.00000%
G01757	PROD	Brazos Area	A0105	14090 to 99999	NE/4;S/2	Operating Rights	6.25000%
G02665	PROD	Brazos Area	A-133	Below 13,840' MD	SE/4	Operating Rights	12.50000%
G13576	SOP	East Cameron	71	14,645' to 99,999'	N/2N/2, N/2S/2N/2, S/2SW/4NW/4, SW/4SE/4NW/4, W/2SW/4, W/2E/2SW/4, SE/4SE/4SW/4 and S/2S/2SE/4	Operating Rights	50.00000%
G13576	SOP	East Cameron	71	10,400' to 99,999'	N/2SE/4, N/2S/2SE/4, S/2S/2NE/4, SE/4SE/4NW/4, E/2NE/4SW/4, NE/4SE/4SW/4	Operating Rights	100.00000%
G02063	PROD	East Cameron	338	7,244' TVDSS to 99,999'		Operating Rights	7.83469%
G01440	PROD	East Cameron	9 & 14	15199 to 99999	SE/4;E/2SW/4	Operating Rights	50.00000%
49	PROD	Eugene Island	119	15,410' TVDSS to 99,999'	NW/4	Operating Rights	25.00000%
49	PROD	Eugene Island	119	15,410' TVDSS to 99,999'	SW/4; E/2	Operating Rights	20.00000%
50	PROD	Eugene Island	120	14,136' to 99,999	All	Operating Rights	50.00000%
51	OPERNS	Eugene Island	125	13,334' to 99,999	All	Operating Rights	50.00000%
52	PROD	Eugene Island	126	9,400 to 99,999	SE/4NE/4;NE/4SE/4	Operating Rights	100.00000%
52	PROD	Eugene Island	126	12,056 to 99,999	W/2;W/2E/2;NE/4NE/4;SE/4SE/4	Operating Rights	50.00000%
G03152	PROD	Eugene Island	136	19,135' to 99,999	All	Operating Rights	50.00000%
G01220	PROD	Eugene Island	158	17,588 to 99,999		Operating Rights	50.00000%
G13622	PROD	Eugene Island	173	14,097' to 99,999	All	Operating Rights	50.00000%
G03782	PROD	Eugene Island	174	from the stratigraphic equivalent of 100' below a true vertical depth of 10,960' as encountered in the Newfield Exploration Company OCSG 3782 Well No. A10 to 99,999' TVDSS	SW/4	Operating Rights	100.00000%
G03782	PROD	Eugene Island	174	12,431' TVDSS to 99,999'	N/2;SE/5	Operating Rights	50.00000%
438	PROD	Eugene Island	175	13,032 to 99,999	All	Operating Rights	37.50000%
G10736	PROD	Eugene Island	187	17,170' to 99,999	All	Operating Rights	50.00000%
423	PROD	Eugene Island	189	13,638' to 99,999	W/2;W/2E/2	Operating Rights	50.00000%
G05502	UNIT	Eugene Island	211	surface to 99,999'	SE/4SE/4; E/2SW/4SE/4	Operating Rights	66.66667%
G05504	PROD	Eugene Island	224	18,000' to 99,999'	All	Operating Rights	15.00000%
G22679	TERMIN	Eugene Island	312	9,000' TVD to 99,999' TVDSS	E/2NW/4;W/2NE/4	Operating Rights	50.00000%
G22679	TERMIN	Eugene Island	312	9,015' TVDSS to 99,999'	W/2NW/4;E/2NE/4;S/3	Operating Rights	50.00000%
G02112	TERMIN	Eugene Island	315	25,000' SS TVD down to 99,999'	S/2	Operating Rights	25.00000%
G24912	PROD	Eugene Island	315	8,000' subsea to 99,999'	N/2	Operating Rights	50.00000%
G05040	PROD	Eugene Island	316	7,739' TVDSS to 99,999'	All	Operating Rights	50.00000%
G02912	TERMIN	Eugene Island	329	from 7,871' TVDSS to 99,999'		Operating Rights	50.00000%
G02115	UNIT	Eugene Island	330	8,329' TVDSS to 99,999'	SW/4, SW/4NW/4, S/2NW/4NW/4, NW/4NW/4NW/4, S/2SE/4NW/4, NW/4SE/4NW/4, SW/4SE/4, S/2NW/4SE/4, NW/4NW/4SE/4, S/2SE/4SE/4 and NW/4SE/4SE/4	Operating Rights	21.00000%
G02115	UNIT	Eugene Island	330	8,329' TVDSS to 99,999'	SW/4, SW/4NW/4, S/2NW/4NW/4, NW/4NW/4NW/4, S/2SE/4NW/4, NW/4SE/4NW/4, SW/4SE/4, S/2NW/4SE/4, NW/4NW/4SE/4, S/2SE/4SE/4 and NW/4SE/4SE/4	Operating Rights	11.51246%
G02317	TERMIN	Eugene Island	333	12,629' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G15263	TERMIN	Eugene Island	334	12,629' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G03332	UNIT	Eugene Island	337	7,026' TVD to 99,999' TVDSS.	NE/4NE/4NE/4	Operating Rights	98.00000%
G03332	UNIT	Eugene Island	337	6,020' TVDSS to 99,999' TVDSS	SW/4SE/4SE/4; S/2SW/4SW/4	Operating Rights	100.00000%
G03332	UNIT	Eugene Island	337	12,455' TVDSS to 99,999'	SE/4SW/4, W/2SE/4, and SW/4NE/4	Operating Rights	50.00000%
G14482	PROD	Eugene Island	346	13,469' TVDSS to 99,999' TVDSS	N/2NW/4, SE/4NW/4, NE/4SW/4NW/4, E/2SW/4, E/2SW/4SW/4 and SE/4	Operating Rights	50.00000%
G14482	PROD	Eugene Island	346	7,511' TVD to 99,999' TVDSS	NE/4	Operating Rights	100.00000%
G14482	PROD	Eugene Island	346	from the stratigraphic equivalent of 12,890' TVD, being the total depth drilled in the Eugene Island Area, South Addition, Block 346, OCSG 14482, B1 Well plus 100 feet being 12,990' TVD to 99,999' TVDSS	W/2SW/4NW/4, SE/4SW/4NW/4, NW/4SW/4, and W/2SW/4SW/4	Operating Rights	100.00000%
G10752	PROD	Eugene Island	354	9,669' TVDSS to 99,999'	S/2, S/2N/2 and NE/4NE/4	Operating Rights	50.00000%
G02324	PROD	Eugene Island	361	5,220' TVDSS to 99,999' TVDSS	All	Operating Rights	6.17647%
G31470	PROD	Ewing Bank	782	12,960' TVDSS to 99,999	All	Operating Rights	50.00000%
G03228	UNIT	Galveston	180	8,900' to 99,999		Operating Rights	50.00000%
G25524	PROD	Galveston	210	100' below the stratigraphic equivalent of 10,200' TD to 99,999' TVDSS	N/2NE/4	Operating Rights	33.34000%
G25524	PROD	Galveston	210	9,636' to 99,999	S/2NE/4, NW/4 and S/2	Operating Rights	33.34000%
174	UNIT	Grand Isle	32	depths below 18,000' subsea (TVDS) to 99,999' subsea (TVDS).	S/2	Operating Rights	18.75000%
126	UNIT	Grand Isle	39	below 18,000' subsea (TVDS) to 99,999' subsea (TVDS)	E/2	Operating Rights	18.75000%
127	UNIT	Grand Isle	39	below 18,000' subsea (TVDS) to 99,999' subsea (TVDS)	W/2	Operating Rights	18.75000%
128	UNIT	Grand Isle	40	18,000' subsea (TVDS) to 99,999'		Operating Rights	18.75000%
129	UNIT	Grand Isle	41	below 18,000' subsea (TVDS) to 99,999' subsea (TVDS)	E/2	Operating Rights	18.75000%
130	UNIT	Grand Isle	41	18,000' subsea (TVDS) to 99,999' subsea (TVDS)	W/2	Operating Rights	18.75000%
131	UNIT	Grand Isle	42	below 18,000' subsea (TVDS) to 99,999'		Operating Rights	18.75000%
175	UNIT	Grand Isle	43	18,000' subsea (TVDS) to 99,999'		Operating Rights	18.75000%
176	UNIT	Grand Isle	44	18,000' subsea (TVDS) to 99,999'	N/2	Operating Rights	18.75000%
132	UNIT	Grand Isle	46	18,000' subsea (TVDS) to 99,999'		Operating Rights	18.75000%
133	UNIT	Grand Isle	47	18,000' subsea (TVDS) to 99,999'		Operating Rights	18.75000%
134	UNIT	Grand Isle	48	18,000' subsea (TVDS) to 99,999'		Operating Rights	18.75000%
177	UNIT	Grand Isle	52	depths below 17,651' TVDSS down to 99,999' TVDSS	N/2	Operating Rights	18.75000%
G13944	UNIT	Grand Isle	116	19,402' TVDSS to 99,999' TVDSS		Operating Rights	25.00000%
G01848	PROD	High Island	129	15,418' TVDSS to 99,999'	W/2NW/4, SE/4NW/4, W/2NE/4NW/4;S/2	Operating Rights	45.00000%
G03236	UNIT	High Island	179	9,839' TVDSS to 99,999'	W/2NW/4;S/2	Operating Rights	50.00000%
G03236	UNIT	High Island	179	10,036' TVDSS to 99,999'	E/2N/2;E/2W/2N/2	Operating Rights	50.00000%
G20660	PROD	High Island	206	12,145' TVDSS to 99,999'	All	Operating Rights	50.00000%
G25605	PROD	High Island	A0341	8,847' TVDSS to 99,999'	All	Operating Rights	30.00000%
G02750	PROD	High Island	A0365	5,659' TVDSS to 99,999'	All	Operating Rights	26.54255%
G02754	PROD	High Island	A0376	11,850' TVDSS to 99,999'	N/2, SW/4, W/2SE/4, SE/4SE/4, W/2NE/4SE/4 and SE/4NE/4SE/4	Operating Rights	22.28723%
G02757	PROD	High Island	A0382	11,025' TVDSS to 99,999'	All	Operating Rights	36.20529%
G02721	PROD	High Island	A0595	10,827' TVDSS to 99,999'	All	Operating Rights	36.20510%
G02722	PROD	High Island	A0596	13,264' TVDSS to 99,999'	All	Operating Rights	36.20510%
G02393	PROD	High Island	A0573	7,795' to 99,999'		Operating Rights	36.20510%
G04481	RELINQ	Main Pass	77	depths below the stratigraphic equivalent of 13,040' measured depth on the Schlumberger IFS/Sonic wireline log (RUN 4) dated 7/12/81 for the Chevron U.S.A. Inc. State of La. Lease 8693 Well No. 4 (API # 1772520242), Main Pass Block 77 field down to 99,999'		Operating Rights	11.76468%
G02193	PROD	Main Pass	140	8,959' TVDSS to 99,999'		Operating Rights	32.50000%
G07827	TERMIN	Main Pass	259	11,636' TVDSS to 99,999' TVDSS		Operating Rights	28.45078%
G07828	TERMIN	Main Pass	260	from 12,072' TVDSS to 99,999' TVDSS		Operating Rights	28.45078%
G15395	PROD	Main Pass	275	11,278' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G01666	PROD	Main Pass	289	9,077' TVDSS to 99,999' TVDSS	N/2, SW/4 and W/2W/2SE/4	Operating Rights	50.00000%
G01673	UNIT	Main Pass	296	below 9,500' TVDSS down to 99,999' TVDSS		Operating Rights	16.66667%
G04253	UNIT	Main Pass	303	6,060' TVDSS to 99,999'	N/2 and N/2S/2	Operating Rights	93.10100%

Lease / ROW / RUE	Status	Area	Block	Depths	Area / Aliquot	Leasehold	WI
G32265	PROD	Main Pass	308	from 6,284' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G08760	PROD	Main Pass	309	6,510' TVDSS to 99,999'		Operating Rights	50.00000%
G04126	UNIT	Main Pass	310	6,944' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G02213	PROD	Main Pass	311	below 12,000' TVDSS down to 99,999' TVDSS		Operating Rights	16.66666%
G16520	PROD	Main Pass	312	10,989' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G08467	PROD	Main Pass	315	from the stratigraphic equivalent of the deepest depth found production (7,830' MD/TVD) in the Apache Corporation OCS-G 8467 No 2 Well plus 100' to 99,999'	W/2NW/4 and W/2E/2NW/4	Operating Rights	100.00000%
G08467	PROD	Main Pass	315	from 7,760' TVDSS to 99,999' TVDSS	S/2, NE/4 and E/2E/2NW/4	Operating Rights	50.00000%
G01966	UNIT	Main Pass	152	from the stratigraphic equivalent of 10,700' Measured Depth as seen in the OCSG 1967 #3 Well down to a depth of 50,000'		Operating Rights	37.50000%
G01967	UNIT	Main Pass	153	10,700' MD down to a depth of 50,000' TVD		Operating Rights	37.50000%
MF88562	Shut-In	Matagorda Is	487	4 below the base of the MF Sand	SW/4	Leasehold	50.00000%
MF88560	Shut-In	Matagorda Is	487	below the base of the MF Sand	SE/4	Leasehold	50.00000%
MF80522	Shut-In	Matagorda Is	518	below the base of the 15600 Sand	NW/4	Leasehold	50.00000%
MF79413	Shut-In	Matagorda Is	519	below the base of the 16950 Sand	NE/4	Leasehold	50.00000%
G09777	PROD	Mississippi Canyon	108	below 20,000' true vertical depth subsea down to 99,999'	All	Operating Rights	37.59399%
G18192	PROD	Mississippi Canyon	110	6,688' TVDSS to 99,999'	All	Operating Rights	25.00000%
G02968	PROD	Mississippi Canyon	311	11,860' TVDSS to 99,999'	All	Operating Rights	50.00000%
G26176	PROD	Mobile	826	21,730' TVDSS to 99,999'		Operating Rights	37.50000%
333	UNIT	Ship Shoal	30	17,478' TVDSS to 99,999' TVDSS	All	Operating Rights	18.75000%
G02919	PROD	Ship Shoal	91	11,148' TVDSS to 99,999' TVDSS		Operating Rights	6.25000%
G02919	PROD	Ship Shoal	91	11,148' TVDSS to 99,999' TVDSS		Operating Rights	28.12500%
G12941	PROD	Ship Shoal	129	17,446' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G15282	PROD	Ship Shoal	151	from the stratigraphic equivalent of 12,612' MD as seen in the Zilkha OCS-G 15282 Well No. 1 (said depth being 100' below the total depth drilled and logged in the Zilkha OCS-G 15282 Well No. 1), down to 99,999' TVDSS	All	Operating Rights	50.00000%
820	PROD	Ship Shoal	169	10,658' TVDSS to 99,999' TVDSS	All	Operating Rights	33.33000%
G05550	UNIT	Ship Shoal	175	surface to 99,999' TVD	S/2SW/4NW/4; NW/4SW/4	Operating Rights	66.66667%
G33646	PROD	Ship Shoal	176	12,274' TVDSS to 99,999' TVDSS	All	Operating Rights	20.00000%
G05551	PROD	Ship Shoal	178	10,031' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G03998	PROD	Ship Shoal	182	11,825' TVDSS to 99,999' TVDSS	W/2	Operating Rights	50.00000%
G04232	PROD	Ship Shoal	189	19,077' TVDSS to 99,999' TVDSS	W/2, SE/4, N/2N/2NE/4 and SW/4NW/4NE/4	Operating Rights	49.47915%
G04232	PROD	Ship Shoal	189	19,000' TVD to 99,999' TVDSS	S/2NE/4, SE/4NW/4NE/4 and S/2NE/4NE/4	Operating Rights	49.47915%
G13917	PROD	Ship Shoal	193	12,901' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G15288	PROD	Ship Shoal	194	13,619' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G12355	PROD	Ship Shoal	198	12,072' TVDSS to 99,999'	NW/4, W/2W/2NE/4, N/2NE/4SW/4, NW/4SW/4SW/4	Operating Rights	25.00000%
593	PROD	Ship Shoal	198	12,072' TVDSS to 99,999'	E/2NE/4; E/2W/2NE/4; S/2NE/4SW/4; S/2SW/4; SE/4	Operating Rights	25.00000%
594	PROD	Ship Shoal	199	10,440' TVDSS to 99,999' TVDSS	W/2, W/2W/2NE/4, W/2NW/4SE/4, SE/4NW/4SE/4, SW/4SE/4, S/2SE/4SE/4	Operating Rights	25.00000%
G01520	PROD	Ship Shoal	204	12,791' TVDSS to 99,999' TVDSS	All	Operating Rights	27.58165%
G01522	UNIT	Ship Shoal	206	12,355' TVDSS to 99,999' TVDSS	All	Operating Rights	30.00000%
G01523	UNIT	Ship Shoal	207	below 15,000' down to 99,999' TVD	All	Operating Rights	23.95873%
G01524	PROD	Ship Shoal	216	14,088' TVDSS to 99,999' TVDSS	All	Operating Rights	27.77814%
G10780	PROD	Ship Shoal	243	from 15,858' TVDSS to 99,999' TVDSS	E/2	Operating Rights	25.00000%
G10780	PROD	Ship Shoal	243	20,000' TVDSS to 99,999' TVDSS	W/2	Operating Rights	25.00000%
G01038	UNIT	Ship Shoal	271	7,810' TVDSS to 99,999' TVDSS	All	Operating Rights	10.00000%
G01039	PROD	Ship Shoal	274	8,525' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G26074	PROD	Ship Shoal	314	10,750' TVDSS to 99,999' TVDSS	W/2W/2	Operating Rights	37.50000%
G26074	PROD	Ship Shoal	314	10,950' TVDSS to 99,999' TVDSS	E/2W/2 and E/2	Operating Rights	37.50000%
G15312	PROD	Ship Shoal	354	14,853' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
334	UNIT	Ship Shoal	31	15,320' to 99,999'		Operating Rights	18.75000%
335	UNIT	Ship Shoal	32	11,315' to 99,999'		Operating Rights	18.75000%
G09627	SOP	Ship Shoal	277	10,000' TVD down to a depth of 50,000' TVD subsea	All	Operating Rights	50.00000%
G01182	TERMIN	South Marsh Is	11	13,007' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G01194	PROD	South Marsh Is	58	13,639' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G17938	PROD	South Marsh Is	105	9,220' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G03776	PROD	South Marsh Is	106	9,368' TVDSS to 99,999' TVDSS	S/2	Operating Rights	50.00000%
G02883	PROD	South Marsh Is	127	all depths below 18,000' (TVDSS) down to 99,999' (TVDSS)		Operating Rights	8.67331%
G02587	PROD	South Marsh Is	128	from 9,016' TVDSS to 99,999' TVDSS		Operating Rights	8.67331%
G02587	PROD	South Marsh Is	128	from 9,016' TVDSS to 99,999' TVDSS		Operating Rights	33.33334%
G02592	PROD	South Marsh Is	149	7,386' TVDSS to 99,999' TVDSS	All	Operating Rights	25.00000%
G04809	PROD	South Marsh Is	161	10,576' TVDSS to 99,999' TVDSS	W/2 and W/2E/2	Operating Rights	50.00000%
G04809	PROD	South Marsh Is	161	from the stratigraphic equivalent of the true vertical depth of 9,782.5' (being the true vertical depth drilled in the OCS-G 4809 #14 Well plus 100 feet) to 99,999' SSTVD	E/2E/2	Operating Rights	100.00000%
G02311	PROD	South Marsh Is	269	11,719' TVDSS to 99,999' TVDSS	All	Operating Rights	36.41794%
G14456	PROD	South Marsh Is	280	14,115' TVDSS to 99,999' TVDSS	W/2, NE/4 and E/2E/2SE/4	Operating Rights	25.00000%
G14456	PROD	South Marsh Is	280	from 100' below the stratigraphic equivalent of that certain zone encountered between the interval of 13,814' and 13,920' TVD on the electric log from the Norcen Explorer, Inc. OCS-G 14456 Well No. 3 to 99,999' TVDSS	W/2SE/4 and W/2E/2SE/4	Operating Rights	50.00000%
G02600	PROD	South Marsh Is	281	16,062' TVDSS to 99,999' TVDSS	All	Operating Rights	34.06318%
G21618	PROD	South Marsh Is	93	13,299' to 99,999'		Operating Rights	6.25000%
792	PROD	South Marsh Is	108	all depths below 14,000' TVD		Operating Rights	16.66667%
G01192	PROD	South Marsh Is	41	15,000' TVD down to a depth of 50,000' TVD	W/2	Operating Rights	25.00000%
G01192	PROD	South Marsh Is	41	11,500' TVD down to a depth of 50,000' TVD	E/2	Operating Rights	50.00000%
786	PROD	South Marsh Is	48	13,000' TVD down to a depth of 50,000' Subsea	All	Operating Rights	50.00000%
G01294	PROD	South Pass	62	18,247' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G01614	PROD	South Pass	70	8,480' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G07799	TERMIN	South Pass	87	18,001' TVDSS to 99,999' TVDSS	All	Operating Rights	16.68000%
G07799	TERMIN	South Pass	87	18,001' TVDSS to 99,999' TVDSS	All	Operating Rights	16.67000%
G01618	PROD	South Pass	89	16,802' TVDSS to 99,999' TVDSS	All	Operating Rights	25.00000%
G01901	UNIT	South Pass	64	from 10,700' Measured Depth down to a depth of 50,000' TVD subsea		Operating Rights	37.50000%
G01610	UNIT	South Pass	65	from 10,700' Measured Depth down to a depth of 50,000' TVD subsea	All	Operating Rights	37.50000%
G04234	TERMIN	South Pelto	1	12,460' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G02924	TERMIN	South Pelto	9	100' below the stratigraphic equivalent of 17,397' TVD as seen in the Newfield Exploration Company OCS-G 02924 Well No. 10 (API No. 177134025300) to 99,999' TVDSS	NE/4	Operating Rights	50.00000%
G02924	TERMIN	South Pelto	9	16,992' TVDSS to 99,999' TVDSS	S/2; NW/4	Operating Rights	50.00000%
G02925	TERMIN	South Pelto	10	13,261' TVDSS to 99,999' TVDSS		Operating Rights	-
71	RELINQ	South Pelto	11	11,705' TVDSS to 99,999' TVDSS		Operating Rights	-

Lease / ROW / RUE	Status	Area	Block	Depths	Area / Aliquot	Leasehold	WI
G24956	PROD	South Timbalier	49	18,800' TVD to 99,999' TVDSS	All	Operating Rights	50.00000%
G04000	PROD	South Timbalier	53	6,782' TVDSS to 99,999' TVDSS	All	Operating Rights	25.00000%
G01960	PROD	South Timbalier	148	17,777' TVDSS to 99,999' TVDSS	NE/4, N/2NE/4SE/4, SE/4NE/4SE/4 and NE/4SE/4SE/4	Operating Rights	7.77500%
G05612	PROD	South Timbalier	205	18,640' TVDSS to 99,999' TVDSS	SE/4SW/4	Operating Rights	25.00000%
G16455	PROD	South Timbalier	291	9,669' TVDSS to 99,999' TVDSS	N/2 and SE/4	Operating Rights	50.00000%
G16455	PROD	South Timbalier	291	7,461' TVDSS to 99,999' TVDSS	SW/4	Operating Rights	100.00000%
G05646	UNIT	South Timbalier	295	14,293' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G31418	PROD	South Timbalier	311	12,251' TVD to 99,999'	All	Operating Rights	22.50000%
G22762	PROD	South Timbalier	316	12,520' TVDSS to 99,999' TVDSS	All	Operating Rights	10.00000%
G03328	TERMIN	Vermilion	261	9,241' TVD as identified in the Stone Energy Corporation's OCS-G 3328 Well No A-3 ST to 99,999' TVDSS	S/2S/2NE/4 and N/2NE/4SE/4	Operating Rights	37.50000%
G03328	TERMIN	Vermilion	261	9,304' TVDSS to 99,999' TVDSS	W/2, N/2NE/4, N/2S/2NE/4, W/2SE/4, SE/4SE/4 and S/2NE/4SE/4	Operating Rights	37.50000%
G01955	SOP	Vermilion	265	10,465' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G21096	TERMIN	Vermilion	326	8,447' TVDSS to 99,999' TVDSS	All	Operating Rights	35.15742%
G02274	UNIT	Vermilion	369	below 10,000' down to 99,999'	NW/4, W/2E/2, NE/4NE/4	Operating Rights	11.58535%
G02580	PROD	Vermilion	380	10,245' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G02278	UNIT	Vermilion	386	5,175' TVDSS to 99,999' TVDSS	NW/4NE/4NE/4, S/2NE/4NE/4, E/2NW/4NE/4, NW/4SE/4NE/4 and N/2SW/4NE/4	Operating Rights	15.08620%
G02278	UNIT	Vermilion	386	5,175' TVDSS to 99,999' TVDSS	S/2, SW/4NW/4, S/2S/2NE/4, W/2NW/4NE/4, NE/4SE/4NE/4 and NE/4NE/4NE/4	Operating Rights	14.48210%
G04800	PROD	Vermilion	271	6,103' TVD down to a depth of 50,000' TVD subsea	All	Operating Rights	6.25000%
G15212	PROD	Vermilion	408	below 9,000' TVD	All	Operating Rights	50.00000%
G10930	UNIT	Viosca Knoll	251	depths below the stratigraphic equivalent of the subsea depth of 15,083 to and including 99,999' as encountered in Samedan Oil Corporation's OCS-G 13982 #1 well located in Viosca Knoll Block 252	All	Operating Rights	3.75000%
G10933	UNIT	Viosca Knoll	340	depths below the stratigraphic equivalent of the subsea depth of 15,083 to and including 99,999' as encountered in Samedan Oil Corporation's OCS-G 13982 #1 well located in Viosca Knoll Block 252	All	Operating Rights	3.75000%
G07898	TERMIN	Viosca Knoll	693	11,636' TVDSS to 99,999' TVDSS	All	Operating Rights	28.45078%
G13055	TERMIN	Viosca Knoll	694	10,774' TVDSS to 99,999' TVDSS	W/2, NE/4 and N/2SE/4	Operating Rights	26.53745%
G13055	TERMIN	Viosca Knoll	694	11,714' TVDSS to 99,999' TVDSS	S/2SE/4	Operating Rights	26.53745%
G15050	PROD	West Cameron	33	15,055' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G02825	PROD	West Cameron	65	all depths below the stratigraphic equivalent of the vertical depth of 13,679' as seen in the OCS-G 02825 Well No. 4, down to a vertical depth of 99,999'	E/2E/2SW/4; W/2W/2SE/4; and E/2SW/4SE/5	Operating Rights	100.00000%
G02825	PROD	West Cameron	65	depths below 100' below the stratigraphic equivalent of the base of the IT Sand as present in The Continental Oil Company's West Cameron Block 66 B-14 Well at a measured depth of 9,580 feet on the ISF-Sonic Log down to 99,999 feet TVDSS	NE/4	Operating Rights	81.25000%
G23735	PROD	West Cameron	72	15,126' TVDSS to 99,999' TVDSS	All	Operating Rights	12.50000%
247	TERMIN	West Cameron	102	14,150' TVD to 99,999' TVDSS	N/2SW/4NW/4, NW/4SE/4NW/4	Operating Rights	100.00000%
81		West Cameron	110	all depths below 15,000' (TVDSS) down to 99,999' (TVDSS)	All	Operating Rights	18.75000%
82	PROD	West Cameron	111	below 15,000' (TVDSS) down to 99,999' (TVDSS)	SE/4	Operating Rights	18.75000%
G04818	TERMIN	West Cameron	290	9,500' TVD to 99,999' TVDSS		Operating Rights	8.33334%
680	PROD	West Cameron	20	13,500' TVD to 50,000' TVD	All	Operating Rights	25.00000%
G02826	PROD	West Cameron	66	13,590' to 99,999'	W1/2; N1/2SE1/4	Operating Rights	37.50000%
G02826	PROD	West Cameron	66	9,216' to 99,999'	S1/2SE1/4	Operating Rights	75.00000%
179		West Delta	67	below 18,000' subsea (TVDSS) to 99,999' subsea (TVDSS)	S/2	Operating Rights	18.75000%
180	UNIT	West Delta	68	below 18,000' subsea (TVDSS) to 99,999' subsea (TVDSS)	S/2	Operating Rights	18.75000%
181	UNIT	West Delta	69	18,000' subsea (TVDSS) to 99,999' subsea (TVDSS)	All	Operating Rights	18.75000%
182	UNIT	West Delta	70	18,000' subsea (TVDSS) to 99,999' subsea (TVDSS)	All	Operating Rights	18.75000%
838	UNIT	West Delta	71	depths below 18,000' subsea (TVDSS) to 99,999' subsea (TVDSS)	All	Operating Rights	18.75000%
G01085	PROD	West Delta	75	17,844' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G01089	PROD	West Delta	90	13,199' TVDSS to 99,999' TVDSS	N/2 and N/2S/2	Operating Rights	50.00000%
G01089	PROD	West Delta	90	13,199' TVDSS to 99,999' TVDSS	S/2S/2	Operating Rights	40.62500%
839	PROD	West Delta	94	13,159' TVDSS to 99,999' TVDSS		Operating Rights	37.50000%
G01497	PROD	West Delta	95	13,601' TVDSS to 99,999' TVDSS	N/2, N/2N/2SE/4, N/2SE/4 and N/2SW/4SW/4	Operating Rights	37.50000%
G12360	PROD	West Delta	103	13,279' TVDSS to 99,999' TVDSS	NW/4NW/4, NE/4NW/4, N/2N/2SW/4NW/4, N/2NW/4NE/4, N/2S/2NW/4NE/4, N/2N/2NE/4NE/4	Operating Rights	40.62500%
840		West Delta	103	13,279' TVDSS to 99,999' TVDSS	S/2, S/2NE/4, SE/4NW/4, S/2SW/4NW/4, S/2NE/4NE/4, S/2N/2NE/4NE/4, S/2S/2NW/4NE/4 and S/2N/2SW/4NW/4	Operating Rights	50.00000%
841	PROD	West Delta	104	11,970' TVDSS to 99,999' TVDSS	NW4, N2NE4, SW4NE4 and N2SE4NE4	Operating Rights	50.00000%
842	PROD	West Delta	105	12,149' TVDSS to 99,999' TVDSS	N2S2N2	Operating Rights	50.00000%

## Exhibit I-B

Asset Name	FWE Acct. Code	Lease Number	API
BRAZOS 491 #004	BA49100400	G06069	427044034300
BRAZOS 491 #005	BA49100500	G06069	427044035700
BRAZOS 491 #A001	BA491A0100	G06069	427044018200
BRAZOS 491 #A002	BA491A0200	G06069	427044018300
BRAZOS 491 #A003	BA491A0300	G06069	427044032900
BRAZOS A-105 #B001	BAA105B010	G01757	427054012200
BRAZOS A-105 #B002	BAA105B020	G01757	427054012600
BRAZOS A-105 #B003	BAA105B030	G01757	427054012800
BRAZOS A-105 #B004	BAA105B040	G01757	427054013000
BRAZOS A-105 #B005	BAA105B050	G01757	427054013300
BRAZOS A-133 #A001	BAA133A010	G02665	427054002400
BRAZOS A-133 #A002	BAA133A020	G02665	427054003300
BRAZOS A-133 #A003	BAA133A030	G02665	427054003500
BRAZOS A-133 #A004 ST1	BAA133A041	G02665	427054004301
BRAZOS A-133 #A005 ST1	BAA133A051	G02665	427054004001
BRAZOS A-133 #A006	BAA133A060	G02665	427054004500
BRAZOS A-133 #A007	BAA133A070	G02665	427054004800
BRAZOS A-133 #A008	BAA133A080	G02665	427054005200
BRAZOS A-133 #A009	BAA133A090	G02665	427054005400
BRAZOS A-133 #A010	BAA133A100	G02665	427054013100
BRAZOS A-133 #C001	BAA133C010	G02665	427054007800
BRAZOS A-133 #C002	BAA133C020	G02665	427054008200
BRAZOS A-133 #C003	BAA133C030	G02665	427054010700
BRAZOS A-133 #C004	BAA133C040	G02665	427054013500
BRAZOS A-133 #D001 ST1	BAA133D011	G02665	427054009201
BRAZOS A-133 #D003	BAA133D030	G02665	427054012700
CHANDELEUR 042 #A002	CA042A0200	G32267	177294001500
CHANDELEUR 043 #A001	CA043A0100	G32268	177294001400
CHANDELEUR 043 #A003	CA043A0300	G32268	177294001600
EAST CAMERON 002 #001 SL 18121	SL18121010	18121	177032013600
EAST CAMERON 002 #001AL 16475	SL16475010	16475	177032012000
EAST CAMERON 002 #002AL 16475	SL16475020	16475	177032012200
EAST CAMERON 002 #003 SL16475	SL16475030	16475	177032012300
EAST CAMERON 002 #004AL 16475	SL16475040	16475	177032012400
EAST CAMERON 002 #005AL 16475	SL16475050	16475	177032012500
EAST CAMERON 009 #B009	EC009B0900	G01440	177032004300
EAST CAMERON 014 #012	EC01401200	G01440	177034060600
EAST CAMERON 014 #013	EC01401300	G01440	177034101300
EAST CAMERON 014 #B006	EC014B0600	G01440	177032003700
EAST CAMERON 014 #B007	EC014B0700	G01440	177032004000
EAST CAMERON 014 #B008	EC014B0800	G01440	177032004200
EAST CAMERON 014 #B010 ST1	EC014B1001	G01440	177032004601
EAST CAMERON 014 #B011	EC014B1100	G01440	177034006900
EAST CAMERON 014 #B013	EC014B13	G13572	177034094700
EAST CAMERON 014 #CF001	EC014CF010	G01440	177030032800
EAST CAMERON 014 #CF002	EC014CF020	G13572	177034068600

## Exhibit I-B

Asset Name	FWE Acct. Code	Lease Number	API
EAST CAMERON 037 #A002	EC037A0200	G25933	177034101700
EAST CAMERON 265 #D001	EC265D0100	G00972	177044105100
EAST CAMERON 265 #D002	EC265D0200	G00972	177044106200
EAST CAMERON 265 #D003	EC265D0300	G00972	177044106300
EAST CAMERON 265 #D004	EC265D0400	G00972	177044106400
EAST CAMERON 265 #D005	EC265D0500	G00972	177044106500
EAST CAMERON 278 #B009	EC278B0900	G00974	177044071700
EAST CAMERON 278 #C001	EC278C0100	G00974	177044058500
EAST CAMERON 278 #C002	EC278C0204	G00974	177044070000
EAST CAMERON 278 #C003	EC278C0300	G00974	177044071800
EAST CAMERON 278 #C004 ST2	EC278C0401	G00974	177044072101
EAST CAMERON 278 #C005	EC278C0500	G00974	177044069700
EAST CAMERON 278 #C006	EC278C0600	G00974	177044071400
EAST CAMERON 278 #C007	EC278C0700	G00974	177044094800
EAST CAMERON 278 #C008	EC278C0800	G00974	177044109800
EAST CAMERON 278 #C009	EC278C0900	G00974	177044109901
EAST CAMERON 338 #A002	EC338A0200	G02063	177044024700
EAST CAMERON 338 #A003	EC338A0300	G02063	177044025000
EAST CAMERON 338 #A011	EC338A1100	G02063	177044028800
EAST CAMERON 338 #A015	EC338A1500	G02063	177044032000
EAST CAMERON 338 #A016	EC338A1601	G02063	177044034601
EAST CAMERON 338 #A022	EC338A2200	G02063	177044025101
EUGENE IS 053 #008D	EI053008D0	00479	177094086200
EUGENE IS 053 #009	EI05300900	00479	177094094000
EUGENE IS 053 #010 ST1	EI05301001	00479	177094113001
EUGENE IS 053 #012 ST1	EI05301201	00479	177094115301
EUGENE IS 053 #015 BP1	EI05301501	00479	177094127601
EUGENE IS 053 #B001D	EI053B01D0	00479	177094085900
EUGENE IS 053 #C001	EI053C0101	00479	177094121101
EUGENE IS 053 #C002	EI053C0200	00479	177094122600
EUGENE IS 053 #G001 ST1	EI053G01D2	00479	177094144201
EUGENE IS 119 #030 ST1	EI11903001	00049	177094079801
EUGENE IS 119 #033 ST2	EI11903302	00049	177094117002
EUGENE IS 119 #034	EI11903400	00049	177094118700
EUGENE IS 119 #035 ST1	EI11903501	00049	177094120301
EUGENE IS 119 #037 ST1	EI11903701	00049	177094129001
EUGENE IS 119 #F001D	EI119F01D0	00049	177090026700
EUGENE IS 119 #F002 ST1	EI119F0201	00049	177090026801
EUGENE IS 119 #F003	EI119F0300	00049	177090026900
EUGENE IS 119 #F005 ST1	EI119F0501	00049	177090027101
EUGENE IS 119 #F006	EI119F0600	00049	177090027200
EUGENE IS 119 #F007	EI119F0700	00049	177094137900
EUGENE IS 119 #F008 ST1	EI119F0801	00049	177094138401
EUGENE IS 119 #K001	EI119K0100	00049	177090028900
EUGENE IS 119 #K002	EI119K0200	00049	177090029000
EUGENE IS 119 #K003	EI119K0300	00049	177090029100



## Exhibit I-B

Asset Name	FWE Acct. Code	Lease Number	API
EUGENE IS 119 #K004	EI119K0400	00049	177090029200
EUGENE IS 119 #K005	EI119K0500	00049	177090029300
EUGENE IS 119 #K006	EI119K0600	00049	177090029400
EUGENE IS 119 #K007	EI119K0700	00049	177090029500
EUGENE IS 119 #M004	EI119M0400	00049	177090029900
EUGENE IS 119 #M007	EI119M0700	00049	177092009000
EUGENE IS 120 #009 ST1	EI12000901	00050	177094026101
EUGENE IS 120 #011	EI12001100	00050	177094078000
EUGENE IS 120 #012 ST1	EI12001201	00050	177094113901
EUGENE IS 120 #013	EI12001300	00050	177094114100
EUGENE IS 120 #014	EI12001400	00050	177094115200
EUGENE IS 120 #015 ST2	EI12001502	00050	177094116702
EUGENE IS 120 #017	EI12001700	00050	177094121700
EUGENE IS 120 #019 ST2	EI12001902	00050	177094126102
EUGENE IS 120 #020	EI12002000	00050	177094138300
EUGENE IS 120 #I008	EI120I0800	00050	177094137000
EUGENE IS 125 #002B ST2	EI125002B2	00051	177090022902
EUGENE IS 125 #A003 ST1	EI125A0301	00051	177090022601
EUGENE IS 125 #R001	EI125R0100	00051	177094080201
EUGENE IS 125 #R002	EI125R0201	00051	177094141301
EUGENE IS 126 #012	EI12601201	00052	177094131501
EUGENE IS 126 #031 ST2	EI12603102	00052	177094086702
EUGENE IS 126 #A002	EI126A0200	00052	177090022500
EUGENE IS 126 #A004D	EI126A04D0	00052	177090022700
EUGENE IS 126 #A005	EI126A0501	00052	177094092903
EUGENE IS 126 #A006	EI126A0600	00052	177094151000
EUGENE IS 136 #001	EI13600100	G03152	177094115700
EUGENE IS 136 #JA001	EI136JA100	G03152	177094028300
EUGENE IS 136 #JA002	EI136JA200	G03152	177094117501
EUGENE IS 136 #JA003 BP1	EI136JA301	G03152	177094140601
EUGENE IS 136 #JA004	EI136JA400	G03152	177094151101
EUGENE IS 158 #014B	EI158014B0	G01220	177090094300
EUGENE IS 158 #016	EI15801600	G01220	177092000402
EUGENE IS 158 #017A	EI158017A0	G01220	177092000900
EUGENE IS 158 #027 ST1	EI15802701	G01220	177092006501
EUGENE IS 158 #028 ST1BP1	EI15802802	G01220	177092009702
EUGENE IS 158 #029	EI15802900	G01220	177092008200
EUGENE IS 158 #032	EI15803200	G01220	177094111400
EUGENE IS 158 #034	EI15803400	G01220	177094147600
EUGENE IS 158 #B003A	EI158B03A2	G01220	177090066202
EUGENE IS 158 #B004B	EI158B04B0	G01220	177090063700
EUGENE IS 158 #B005E	EI158B05E0	G01220	177090070400
EUGENE IS 158 #B007	EI158B0703	G01220	177090094803
EUGENE IS 158 #B008	EI158B0800	G01220	177092001500
EUGENE IS 158 #B010F	EI158B1100	G01220	177092001800
EUGENE IS 158 #B011 ST2	EI158B1102	G01220	177094104902

## Exhibit I-B

Asset Name	FWE Acct. Code	Lease Number	API
EUGENE IS 158 #B012	EI158B1200	G01220	177094105000
EUGENE IS 158 #B013	EI158B1302	G01220	177094143502
EUGENE IS 158 #C001	EI158C0100	G01220	177092014700
EUGENE IS 158 #C002	EI158C0200	G01220	177092015200
EUGENE IS 158 #C003C	EI158C03C0	G01220	177092015300
EUGENE IS 158 #C005A	EI158C05A0	G01220	177094002200
EUGENE IS 158 #C006	EI158C0600	G01220	177094001900
EUGENE IS 158 #C007F	EI158C07F0	G01220	177094004700
EUGENE IS 158 #C008C	EI158C08C0	G01220	177094005100
EUGENE IS 158 #C009	EI158C0900	G01220	177094005700
EUGENE IS 158 #C010B	EI158C10B0	G01220	177094006000
EUGENE IS 158 #C011A	EI158C11A0	G01220	177094006300
EUGENE IS 158 #C012D	EI158C12D0	G01220	177094007100
EUGENE IS 158 #C013D	EI158C13D0	G01220	177094008000
EUGENE IS 158 #C014	EI158C1400	G01220	177094008100
EUGENE IS 158 #JB008	EI158JB801	G01220	177090091401
EUGENE IS 158 #JB009	EI158JB900	G01220	177090090200
EUGENE IS 158 #JB013	EI158JB130	G01220	177090094102
EUGENE IS 158 #JB019	EI158JB190	G01220	177092002101
EUGENE IS 158 #JB022	EI158JB220	G01220	177092003300
EUGENE IS 158 #JB024	EI158JB240	G01220	177092003900
EUGENE IS 158 #JB030 (D04)	EI158JB300	G01220	177094100300
EUGENE IS 158 #JB033	EI158JB330	G01220	177094111100
EUGENE IS 173 #G002	EI173G0200	G13622	177094074701
EUGENE IS 174 #A010	EI174A1000	G03782	177094101100
EUGENE IS 174 #G001 ST1	EI174G0101	G03782	177094065601
EUGENE IS 174 #G003 ST2	EI174G0302	G03782	177094084402
EUGENE IS 174 #G004 ST1	EI174G0402	G03782	177094116502
EUGENE IS 175 #D006 ST1	EI175D0601	00438	177094003301
EUGENE IS 175 #D008	EI175D0800	00438	177094003900
EUGENE IS 175 #D009 ST1	EI175D0901	00438	177094005401
EUGENE IS 175 #D012 ST	EI175D1201	00438	177094010601
EUGENE IS 175 #D021 ST3	EI175D2103	00438	177092012603
EUGENE IS 175 #F001 ST1	EI175F0101	00438	177094035401
EUGENE IS 175 #F002 ST1	EI175F0201	00438	177094039601
EUGENE IS 175 #F003 ST	EI175F0302	00438	177094039702
EUGENE IS 175 #F004 ST	EI175F0401	00438	177094041001
EUGENE IS 175 #F005	EI175F0500	00438	177094042900
EUGENE IS 175 #F007	EI175F0700	00438	177094048900
EUGENE IS 175 #F009	EI175F0901	00438	177094087601
EUGENE IS 175 #H001	EI175H0100	00438	177094104700
EUGENE IS 175 #H002	EI175H0200	00438	177094106700
EUGENE IS 175 #H003	EI175H0300	00438	177094110800
EUGENE IS 175 #H004	EI175H0400	00438	177094110900
EUGENE IS 175 #H005 ST1BP1	EI175H0502	00438	177094112002
EUGENE IS 175 #I002	EI175I0201	00438	177094107101

## Exhibit I-B

Asset Name	FWE Acct. Code	Lease Number	API
EUGENE IS 175 #I003	EI175I0300	00438	177094107200
EUGENE IS 175 #I004	EI175I0400	00438	177094109200
EUGENE IS 175 #I005	EI175I0500	00438	177094109300
EUGENE IS 175 #J001 ST1	EI175J0101	00438	177094122301
EUGENE IS 175 #J002 ST1	EI175J0201	00438	177094123201
EUGENE IS 175 #J003 ST1	EI175J0301	00438	177094123501
EUGENE IS 175 #J004	EI175J0400	00438	177094128300
EUGENE IS 187 #002	EI18700200	G10736	177094151601
EUGENE IS 187 #JC001	EI187JC101	G10736	177094091101
EUGENE IS 187 #JD001	EI187JD201	G10736	177094092801
EUGENE IS 187 #JD002	EI187JD200	G10736	177094131900
EUGENE IS 187 #JE002	EI187JE020	G10736	177094109700
EUGENE IS 188 #JE001	EI188JE100	00443	177094096500
EUGENE IS 189 #020	EI18902000	00423	177094099500
EUGENE IS 189 #B001	EI189B0100	00423	177090062500
EUGENE IS 189 #B003 ST1	EI189B0300	00423	177090062601
EUGENE IS 189 #B014	EI189B1400	00423	177090075200
EUGENE IS 189 #B016B	EI189B16B3	00423	177090075103
EUGENE IS 189 #B020	EI189B2001	00423	177090079001
EUGENE IS 189 #B025	EI189B2501	00423	177090078501
EUGENE IS 189 #B027	EI189B2701	00423	177094059001
EUGENE IS 211 #A003	EI211A0300	G05502	177094071500
EUGENE IS 211 #A005	EI211A0500	G05502	177094083400
EUGENE IS 211 #A006	EI211A0600	G05502	177094083601
EUGENE IS 212 #A001 BP1	EI212A0100	G05503	177094063200
EUGENE IS 212 #A002	EI212A0200	G05503	177094070700
EUGENE IS 212 #A007	EI212A0700	G05503	177094097400
EUGENE IS 224 #A001	EI224A0101	G05504	177094074001
EUGENE IS 224 #A002	EI224A0201	G05504	177094082501
EUGENE IS 224 #A003	EI224A0300	G05504	177094083200
EUGENE IS 224 #A004	EI224A0400	G05504	177094089100
EUGENE IS 224 #A005	EI224A0503	G05504	177094089403
EUGENE IS 224 #A006	EI224A0600	G05504	177094103600
EUGENE IS 224 #A007	EI224A0700	G05504	177094106800
EUGENE IS 224 #A008	EI224A0800	G05504	177094111600
EUGENE IS 224 #A009	EI224A0900	G05504	177094121900
EUGENE IS 224 #A010	EI224A1000	G05504	177094135200
EUGENE IS 224 #C001	EI224C01	G05504	177094112501
EUGENE IS 224 #G002 (ORRI)	EI224G02	G05504	177094150801
EUGENE IS 224 #SS006 (ORRI)	EI224SS06	G05504	177094149000
EUGENE IS 312 #D001	EI312D0100	G22679	177104160900
EUGENE IS 312 #D002	EI312D0200	G22679	177104161900
EUGENE IS 315 #A001 ST1	EI315A0101	G02112	177104099001
EUGENE IS 315 #A003	EI315A0300	G02112	177104099500
EUGENE IS 315 #A005	EI315A0500	G02112	177104099800
EUGENE IS 315 #A006	EI315A0600	G02112	177104101700

## Exhibit I-B

Asset Name	FWE Acct. Code	Lease Number	API
EUGENE IS 315 #A007 ST1	EI315A0701	G02112	177104103001
EUGENE IS 315 #A010	EI315A1000	G02112	177104103700
EUGENE IS 315 #A012	EI315A1200	G02112	177104104000
EUGENE IS 315 #A016	EI315A1600	G02112	177104127000
EUGENE IS 315 #A017	EI315A1700	G02112	177104152000
EUGENE IS 315 #C001 (TANA)	EI315C0100	G24912	177104160800
EUGENE IS 315 #C002 (TANA)	EI315C0200	G24912	177104162300
EUGENE IS 316 #A001	EI316A0101	G05040	177104100701
EUGENE IS 316 #A002 ST1	EI316A0200	G05040	177104106400
EUGENE IS 316 #A003 ST3	EI316A0302	G05040	177104111302
EUGENE IS 316 #A005 ST5	EI316A0505	G05040	177104112905
EUGENE IS 316 #A007	EI316A0700	G05040	177104117000
EUGENE IS 316 #A008	EI316A0800	G05040	177104117300
EUGENE IS 316 #A010	EI316A1000	G05040	177104118300
EUGENE IS 316 #A011	EI316A1100	G05040	177104137500
EUGENE IS 316 #A012	EI316A1200	G05040	177104138400
EUGENE IS 316 #A013 ST1 (S01)	EI316A13S1	G05040	177104107601
EUGENE IS 329 #A002	EI329A0200	G02912	177104099101
EUGENE IS 329 #A004	EI329A0400	G02912	177104099400
EUGENE IS 329 #A008	EI329A0800	G02912	177104103500
EUGENE IS 329 #A011	EI329A1100	G02912	177104103800
EUGENE IS 329 #A014	EI329A1400	G02912	177104106800
EUGENE IS 329 #A015	EI329A1500	G02912	177104108001
EUGENE IS 329 #A018	EI329A1800	G02912	177104151700
EUGENE IS 330 #B001	EI330B0101	G02115	177104004301
EUGENE IS 330 #B003 ST1	EI330B0301	G02115	177104008001
EUGENE IS 330 #B004 ST1	EI330B0401	G02115	177104008701
EUGENE IS 330 #B005 ST2	EI330B0502	G02115	177104009502
EUGENE IS 330 #B006 ST3	EI330B0603	G02115	177104010503
EUGENE IS 330 #B007 ST1	EI330B0701	G02115	177104011601
EUGENE IS 330 #B008 ST1 LF	EI330B0801	G02115	177104013001
EUGENE IS 330 #B009 ST1	EI330B0901	G02115	177104016301
EUGENE IS 330 #B010 ST1	EI330B1001	G02115	177104017101
EUGENE IS 330 #B011	EI330B1100	G02115	177104025200
EUGENE IS 330 #B012 ST1	EI330B1201	G02115	177104021001
EUGENE IS 330 #B014 ST1	EI330B1401	G02115	177104027401
EUGENE IS 330 #B015 ST1	EI330B1501	G02115	177104028601
EUGENE IS 330 #B016 ST1	EI330B1601	G02115	177104030201
EUGENE IS 330 #B018	EI330B1800	G02115	177104031200
EUGENE IS 330 #D001	EI330D0100	G02115	177104105600
EUGENE IS 330 #D002	EI330D0200	G02115	177104116900
EUGENE IS 330 #D003 ST2	EI330D0302	G02115	177104117802
EUGENE IS 330 #D004	EI330D0400	G02115	177104118400
EUGENE IS 330 #D005 ST1	EI330D0502	G02115	177104118702
EUGENE IS 330 #D006 ST	EI330D0602	G02115	177104119102
EUGENE IS 330 #D008 ST1	EI330D0801	G02115	177104119602

## Exhibit I-B

Asset Name	FWE Acct. Code	Lease Number	API
EUGENE IS 330 #D009 ST1	EI330D0901	G02115	177104138201
EUGENE IS 330 #D011	EI330D1100	G02115	177104138700
EUGENE IS 330 #D012 ST1	EI330D1201	G02115	177104138801
EUGENE IS 330 #D013	EI330D1301	G02115	177104164301
EUGENE IS 330 #D014	EI330D1401	G02115	177104164401
EUGENE IS 330 #D015	EI330D1500	G02115	177104164500
EUGENE IS 330 #D016	EI330D1602	G02115	177104164702
EUGENE IS 330 #D017	EI330D1700	G02115	177104164800
EUGENE IS 330 #D018	EI330D1801	G02115	177104165101
EUGENE IS 330 #D019	EI330D1900	G02115	177104165200
EUGENE IS 330 #D020	EI330D2000	G02115	177104165300
EUGENE IS 333 #B012	EI333B1200	G02317	177104145204
EUGENE IS 334 #B013 ST1	EI334B1301	G15263	177104152201
EUGENE IS 334 #D001 BP1	EI334D0100	G15263	177104159300
EUGENE IS 334 #D003 BP1	EI334D0301	G15263	177104161401
EUGENE IS 337 #A001 ST2	EI337A0102	G03332	177104054002
EUGENE IS 337 #A003 ST1	EI337A0301	G03332	177104101101
EUGENE IS 337 #A005 ST1	EI337A0501	G03332	177104102201
EUGENE IS 337 #A007	EI337A0700	G03332	177104104600
EUGENE IS 337 #A008 ST2	EI337A0802	G03332	177104104902
EUGENE IS 337 #A010	EI337A1000	G03332	177104161000
EUGENE IS 337 #A011	EI337A1103	G03332	177104163803
EUGENE IS 342 #004	EI34200400	G02319	177104113000
EUGENE IS 342 #C002 ST1	EI342C0201	G02319	177104110601
EUGENE IS 342 #C003	EI342C0300	G02319	177104114000
EUGENE IS 342 #C004	EI342C0401	G02319	177104120101
EUGENE IS 342 #C005	EI342C0502	G02319	177104120202
EUGENE IS 342 #C006	EI342C0600	G02319	177104120300
EUGENE IS 342 #C007	EI342C0700	G02319	177104120800
EUGENE IS 342 #C008	EI342C0800	G02319	177104121000
EUGENE IS 342 #C009	EI342C0900	G02319	177104121300
EUGENE IS 342 #C010	EI342C1000	G02319	177104121500
EUGENE IS 342 #C011	EI342C1100	G02319	177104122000
EUGENE IS 342 #C012	EI342C1200	G02319	177104122200
EUGENE IS 342 #C013	EI342C1300	G02319	177104122700
EUGENE IS 342 #C014	EI342C1400	G02319	177104135800
EUGENE IS 342 #C015	EI342C1501	G02319	177104162101
EUGENE IS 342 #C016	EI342C1601	G02319	177104162201
EUGENE IS 342 #C017 BP1	EI342C1701	G02319	177104162501
EUGENE IS 345 #A004	EI345A0401	G21647	177104159201
EUGENE IS 346 #004	EI34600400	G14482	177104150500
EUGENE IS 346 #005	EI34600500	G14482	177104151900
EUGENE IS 346 #A001	EI346A0100	G14482	177104149101
EUGENE IS 346 #A002 ST3	EI346A0203	G14482	177104149603
EUGENE IS 346 #A003	EI346A0300	G14482	177104155100
EUGENE IS 346 #B001 (ORRI)	EI346B0100	G14482	177104161700

## Exhibit I-B

Asset Name	FWE Acct. Code	Lease Number	API
EUGENE IS 346 #B003 (ORRI)	EI346B0300	G14482	177104162800
EUGENE IS 353 #D017 ST2	EI353D1702	G03783	177104143402
EUGENE IS 353(354) #D3 ST	EI353D0300	G03783	177104138501
EUGENE IS 354 #A006	EI354A0602	G10752	177104104302
EUGENE IS 354 #D001	EI354D0101	G10752	177104142101
EUGENE IS 354 #D002	EI354D0200	G10752	177104138100
EUGENE IS 354 #D004	EI354D0400	G10752	177104142900
EUGENE IS 354 #D005	EI354D0500	G10752	177104142800
EUGENE IS 354 #D006	EI354D0600	G10752	177104143500
EUGENE IS 354 #D008	EI354D0800	G10752	177104144000
EUGENE IS 354 #D009 ST4	EI354D0904	G10752	177104145604
EUGENE IS 354 #D010	EI354D1000	G10752	177104144700
EUGENE IS 354 #D011	EI354D1100	G10752	177104144900
EUGENE IS 354 #D012	EI354D1200	G10752	177104146400
EUGENE IS 354 #D014 ST1	EI354D1401	G02324	177104147201
EUGENE IS 354 #D015	EI354D1500	G10752	177104147700
EUGENE IS 354 #D016 ST1	EI354D1601	G10752	177104147901
EUGENE IS 361 #A001	EI361A0100	G02324	177104095200
EUGENE IS 361 #A002	EI361A0200	G02324	177104095600
EUGENE IS 361 #A006	EI361A0600	G02324	1771040979
EUGENE IS 361 #A007	EI361A0700	G02324	177104098500
EUGENE IS 361 #A008	EI361A0800	G02324	1771040992
EUGENE IS 361 #A010	EI361A1000	G02324	1771041012
EUGENE IS 361 #A011	EI361A1102	G02324	177104103402
EUGENE IS 361 #A013	EI361A1300	G02324	177104104400
EUGENE IS 361 #A014	EI361A1400	G02324	177104104700
EUGENE IS 361 #A015	EI361A1500	G02324	177104105300
EUGENE IS 361 #A016	EI361A1600	G02324	1771041057
EUGENE IS 361 #A017	EI361A1700	G02324	177104105800
EUGENE IS 361 #A018	EI361A1800	G02324	177104106600
EUGENE IS 361 #A019	EI361A1900	G02324	177104107500
EUGENE IS 361 #A020	EI361A2000	G02324	1771041079
EUGENE IS 361 #A021	EI361A2101	G02324	177104108101
EUGENE IS 361 #A022	EI361A2200	G02324	177104144600
EUGENE IS 361 #A023	EI361A2300	G02324	1771041454
EUGENE IS 361 #A024	EI361A2400	G02324	177104157900
EUGENE IS 361 #C003	EI361C0300	G02324	177104112401
EUGENE IS 361 #C012	EI361C1202	G02324	177104118002
EUGENE IS 361 #C015	EI361C1500	G02324	177104119500
EUGENE IS 361 #C016	EI361C1600	G02324	177104119800
EUGENE IS 361 #D001	EI361D0102	G02324	177104111102
EUGENE IS 361 #D004	EI361D0400	G02324	1771041135
EUGENE IS 361 #D010	EI361D1000	G02324	1771041171
EUGENE IS 361 #D014	EI361D1400	G02324	1771041193
EUGENE IS 361 #D015	EI361D1501	G02324	177104134601
EUGENE IS 361 #D017	EI361D1701	G02324	177104152401



## Exhibit I-B

Asset Name	FWE Acct. Code	Lease Number	API
EWING BANK 782 #A011 ST1 EW826	EW782A1101	G31470	608105002901
EWING BANK 782 #A022 (EW826)	EW782A2200	G31470	608104014400
EWING BANK 782 #A026	EW782A2600	G31470	608104015003
EWING BANK 826 #A001	EW826A0100	G05800	608105000100
EWING BANK 826 #A002 ST2	EW826A0202	G05800	608105000202
EWING BANK 826 #A003 ST2	EW826A0302	G05800	608105000402
EWING BANK 826 #A004	EW826A0400	G05800	608105000500
EWING BANK 826 #A005 ST3	EW826A0503	G05800	608105001303
EWING BANK 826 #A006	EW826A0600	G05800	608105001200
EWING BANK 826 #A007	EW826A0700	G05800	608105002000
EWING BANK 826 #A008	EW826A0800	G05800	608105001400
EWING BANK 826 #A009	EW826A0900	G05800	608105002800
EWING BANK 826 #A010	EW826A1000	G05800	608105001700
EWING BANK 826 #A013	EW826A1300	G05800	608105003000
EWING BANK 826 #A015	EW826A1501	G05800	608105003501
EWING BANK 826 #A016	EW826A1600	G05800	608105002100
EWING BANK 826 #A017	EW826A1700	G05800	608104013600
EWING BANK 826 #A018	EW826A1800	G05800	608104013700
EWING BANK 826 #A019 BP1	EW826A1901	G05800	608104013801
EWING BANK 826 #A020	EW826A2000	G05800	608104014000
EWING BANK 826 #A021 BP3	EW826A2103	G05800	608104014103
EWING BANK 826 #A024 ST1	EW826A2401	G05800	608104014801
GALVESTON 151 #005	GA15100500	G15740	427064044200
GALVESTON 180 #A002	GA180A0200	G03228	427084005600
GALVESTON 180 #A004 ST1	GA180A0401	G03228	427084005801
GALVESTON 180 #A007B	GA180A7B0	G03228	427084005900
GALVESTON 180 #A017	GA180A1700	G03228	427084007600
GALVESTON 192 #A014C	GA192A14C1	G03229	427084006701
GALVESTON 210 #001	GA21000100	G25524	427064044300
GALVESTON 210 #002	GA21000200	G25524	427064044800
GRAND ISLE 032 #U012 ST1	GI032U1201	00174	177192014502
GRAND ISLE 039 #P002 ST2	GI039P0202	00127	177174097802
GRAND ISLE 039 #Q001 ST3	GI039Q0103	00127	177174037903
GRAND ISLE 040 #E007D	GI040E07D0	00128	177170077500
GRAND ISLE 040 #E009	GI040E0900	00128	177170078700
GRAND ISLE 040 #G001	GI040G0100	00128	177170070400
GRAND ISLE 040 #G002	GI040G0200	00128	177170076200
GRAND ISLE 040 #G006	GI040G0600	00133	177174012600
GRAND ISLE 040 #G010	GI040G1000	00128	177174037200
GRAND ISLE 040 #G011	GI040G1100	00128	177174037300
GRAND ISLE 040 #G013	GI040G1300	00128	177174098600
GRAND ISLE 040 #M001	GI040M0100	00128	177174037000
GRAND ISLE 040 #M002D	GI040M02D0	00128	177174038600
GRAND ISLE 040 #M003	GI040M0300	00128	177174043600
GRAND ISLE 040 #O005	GI040O0500	00128	177174097100
GRAND ISLE 041 #D002	GI041D0200	00129	177170075300

## Exhibit I-B

Asset Name	FWE Acct. Code	Lease Number	API
GRAND ISLE 041 #D003	GI041D0300	00129	177170076700
GRAND ISLE 041 #D004	GI041D0400	00130	177170080500
GRAND ISLE 041 #D007	GI041D0700	00129	177172000000
GRAND ISLE 041 #D008 ST	GI041D0801	00130	177172000801
GRAND ISLE 041 #D009	GI041D0900	00129	177172001500
GRAND ISLE 041 #D010ST	GI041D1000	00129	177174017801
GRAND ISLE 041 #D011E	GI041D1100	00129	177174018400
GRAND ISLE 041 #E001 ST1	GI041E0101	00130	177170069401
GRAND ISLE 041 #E002 ST1	GI041E0201	00130	177170074701
GRAND ISLE 041 #E003D	GI041E03D0	00130	177170075000
GRAND ISLE 041 #E004 ST1	GI041E0401	00130	177170075201
GRAND ISLE 041 #E005	GI041E0500	00129	177170075400
GRAND ISLE 041 #E006D	GI041E06D0	00130	177170077300
GRAND ISLE 041 #E008	GI041E0800	00130	177170079800
GRAND ISLE 041 #E010	GI041E1001	00130	177172000301
GRAND ISLE 041 #E012D	GI041E12D0	00130	177174011500
GRAND ISLE 041 #E013	GI041E1300	00130	177174012900
GRAND ISLE 041 #F003 ST1	GI041F0301	00129	177174006401
GRAND ISLE 041 #F005 ST2	GI041F0502	00129	177174017302
GRAND ISLE 041 #G007	GI041G0700	00130	177174022400
GRAND ISLE 041 #G008	GI041G0800	00130	177174026400
GRAND ISLE 041 #H001	GI041H0100	00130	177174020300
GRAND ISLE 041 #H002	GI041H0200	00129	177174028100
GRAND ISLE 041 #H003 ST	GI041H0301	00130	177174028601
GRAND ISLE 041 #H004	GI041H0400	00130	177174038000
GRAND ISLE 041 #H005	GI041H0500	00129	177174038100
GRAND ISLE 041 #H006 ST1	GI041H0601	00129	177174098301
GRAND ISLE 041 #H007	GI041H0700	00130	177174098400
GRAND ISLE 042 #C001	GI042C0100	00131	177170067000
GRAND ISLE 042 #C002	GI042C0200	00131	177170072100
GRAND ISLE 042 #F001	GI042F0100	00131	177174005100
GRAND ISLE 042 #F002	GI042F0200	00131	177174006000
GRAND ISLE 042 #F004	GI042F0400	00131	177174007100
GRAND ISLE 046 #001 ST1	GI04600101	00132	177174042801
GRAND ISLE 046 #G009 ST1	GI046G0901	00132	177174026101
GRAND ISLE 047 #E006	GI047E0600	00133	177170078100
GRAND ISLE 047 #E008	GI047E0800	00133	177170079500
GRAND ISLE 047 #E017	GI047E1700	00133	177174039900
GRAND ISLE 047 #G004 ST	GI047G0401	00133	177170079601
GRAND ISLE 047 #G005 ST	GI047G0501	00133	177170080301
GRAND ISLE 047 #G012	GI047G1200	00133	177174037500
GRAND ISLE 047 #L001	GI047L0100	00133	177174012800
GRAND ISLE 047 #L002 ST	GI047L0201	00133	177174015901
GRAND ISLE 047 #L003	GI047L0300	00133	177174020500
GRAND ISLE 047 #L004	GI047L0400	00133	177174017000
GRAND ISLE 047 #L005	GI047L0500	00133	177174017900

## Exhibit I-B

Asset Name	FWE Acct. Code	Lease Number	API
GRAND ISLE 047 #L006D	GI047L0600	00133	177174036300
GRAND ISLE 047 #L007 ST	GI047L0701	00177	177174039101
GRAND ISLE 047 #L009 ST1	GI047L0901	00133	177174039201
GRAND ISLE 047 #L011 ST2	GI047L1102	00133	177174039602
GRAND ISLE 047 #O001 BP2	GI047O01D3	00133	177174096102
GRAND ISLE 047 #O002	GI047O02D1	00133	177174096600
GRAND ISLE 047 #O003	GI047O0300	00133	177174096700
GRAND ISLE 047 #O004	GI047O0400	00133	177174096900
GRAND ISLE 047 #O006	GI047O0600	00133	177174097200
GRAND ISLE 047 #O007 ST1	GI047O0701	00133	177174097301
GRAND ISLE 047 #O008	GI047O0800	00133	177174097600
GRAND ISLE 047 #O009	GI047O09D1	00133	177174097700
GRAND ISLE 048 #E001	GI048E0100	00134	177170045400
GRAND ISLE 048 #E014	GI048E1400	00134	177172003900
GRAND ISLE 048 #E018 ST	GI048E1801	00134	177174043501
GRAND ISLE 048 #J002 ST1	GI048J0201	00134	177174003201
GRAND ISLE 048 #J003 ST	GI048J0302	00134	177174004502
GRAND ISLE 048 #J004 ST2	GI048J0403	00134	177174004803
GRAND ISLE 048 #J005 ST	GI048J0501	00134	177174011601
GRAND ISLE 048 #J006	GI048J0600	00134	177174012000
GRAND ISLE 048 #J007	GI048J0700	00134	177174012200
GRAND ISLE 048 #J008	GI048J0800	00134	177174016900
GRAND ISLE 048 #J009	GI048J0900	00134	177174044200
GRAND ISLE 048 #J010 ST	GI048J1001	00134	177174044401
GRAND ISLE 048 #P001 FKA #14	GI048P0100	00134	177174015300
GRAND ISLE 052 #L008 ST	GI052L0801	00177	177174019501
GRAND ISLE 052 #L010	GI052L1001	00177	177174043901
GRAND ISLE 052 #L012	GI052L1200	00177	177174044604
GRAND ISLE 076 #A001	GI076A0100	G02161	177174004600
GRAND ISLE 076 #A002	GI076A0200	G02161	177174004700
GRAND ISLE 076 #A003	GI076A0300	G02161	177174004900
GRAND ISLE 076 #A005	GI076A0500	G02161	177174005200
GRAND ISLE 076 #A006	GI076A0601	G02161	177174005001
GRAND ISLE 076 #A008	GI076A0800	G02161	177174005400
GRAND ISLE 076 #A009	GI076A0900	G02161	177174005500
GRAND ISLE 076 #A010	GI076A1001	G02161	177174005301
GRAND ISLE 076 #A011	GI076A1100	G02161	177174005600
GRAND ISLE 076 #A013	GI076A1300	G02161	177174005800
GRAND ISLE 076 #A014	GI076A1400	G02161	177174006100
GRAND ISLE 076 #A015	GI076A1500	G02161	177174005900
GRAND ISLE 076 #A018	GI076A1800	G02161	177174006500
GRAND ISLE 076 #A022	GI076A2201	G02161	177174006601
GRAND ISLE 076 #A023 ST1	GI076A2301	G02161	177174044101
GRAND ISLE 076 #A024 ST1BP1	GI076A2401	G02161	177174095502
GRAND ISLE 110 #A002	GI110A0200	G13943	177184008900
GRAND ISLE 110 #A005 BP2	GI110A0502	G13943	177184010402

## Exhibit I-B

Asset Name	FWE Acct. Code	Lease Number	API
GRAND ISLE 116 #A001	GI116A0100	G13944	177184008700
GRAND ISLE 116 #A003	GI116A0300	G13944	177184009200
GRAND ISLE 116 #A004	GI116A0401	G13944	177184009501
GRAND ISLE 116 #A006	GI116A0601	G13944	177184010601
GRAND ISLE 116 #A007	GI116A0700	G13944	177184011100
HIGH ISLAND 110 #A001	HI110A0100	G02353	427084001700
HIGH ISLAND 110 #A002	HI110A0200	G02353	427084002300
HIGH ISLAND 110 #A004	HI110A0400	G02353	427084003300
HIGH ISLAND 110 #A005	HI110A0500	G02353	427084003500
HIGH ISLAND 110 #A006	HI110A0600	G02353	427084003700
HIGH ISLAND 110 #A008	HI110A0800	G02353	427084004900
HIGH ISLAND 110 #A009	HI110A0900	G02353	427084039400
HIGH ISLAND 110 #B002	HI110B0200	G02353	427084004300
HIGH ISLAND 110 #B004	HI110B0400	G02353	427084006100
HIGH ISLAND 110 #B009	HI110B0900	G02353	427084035000
HIGH ISLAND 110 #B010	HI110B1000	G02353	427084039600
HIGH ISLAND 111 #003	HI11100300	G02354	427084046200
HIGH ISLAND 111 #A003	HI111A0300	G02354	427084002600
HIGH ISLAND 111 #A010	HI111A1000	G02354	427084040101
HIGH ISLAND 116 #A001	HI116A0100	G06156	427084016400
HIGH ISLAND 116 #A002D	HI116A02D0	G06156	427084017600
HIGH ISLAND 116 #A003	HI116A0300	G06156	427084018300
HIGH ISLAND 129 #005	HI129005	G01848	427104000700
HIGH ISLAND 129 #006	HI12900600	G01848	427104000800
HIGH ISLAND 129 #013	HI12901300	G01848	427104009600
HIGH ISLAND 129 #017	HI12901702	G01848	427104015302
HIGH ISLAND 129 #018 (HELIS)	HI12901800	G01848	427104015400
HIGH ISLAND 176 #002	HI17600200	G06164	427084030200
HIGH ISLAND 176 #003	HI17603	G06164	427084031300
HIGH ISLAND 179 #A001	HI179A0100	G03236	427084005500
HIGH ISLAND 179 #A003	HI179A0300	G03236	427084005700
HIGH ISLAND 179 #A006 ST2	HI179A0602	G03236	427084006002
HIGH ISLAND 179 #A008B	HI179A08B0	G03236	427084006200
HIGH ISLAND 179 #A009	HI179A0900	G03236	427084006300
HIGH ISLAND 179 #A010	HI179A1000	G03236	427084006400
HIGH ISLAND 179 #A016	HI179A1600	G03236	427084007300
HIGH ISLAND 179 #A018E	HI179A18E0	G03236	427084008000
HIGH ISLAND 179 #A019	HI179A1900	G03236	427084007800
HIGH ISLAND 193 #A015	HI193A1500	G03237	427084006801
HIGH ISLAND 206 #B001 ST1	HI206B0101	G20660	427084056501
HIGH ISLAND 206 #B002 ST1	HI206B0201	G20660	427084059201
HIGH ISLAND 206 #B003 ST1	HI206B0301	G20660	427084063501
HIGH ISLAND A-341 #B001	HIA341B010	G25605	427114085900
HIGH ISLAND A-341 #B002	HIA341B020	G25605	427114087101
HIGH ISLAND A-365 #A001	HIA365A010	G02750	427114052200
HIGH ISLAND A-365 #A004	HIA365A040	G02750	427114053700

## Exhibit I-B

Asset Name	FWE Acct. Code	Lease Number	API
HIGH ISLAND A-365 #A006	HIA365A060	G02750	427114053100
HIGH ISLAND A-365 #A007	HIA365A070	G02750	427114054100
HIGH ISLAND A-365 #A008	HIA365A080	G02750	427114054800
HIGH ISLAND A-365 #A010	HIA365A100	G02750	427114055200
HIGH ISLAND A-365 #A012	HIA365A120	G02750	427114055600
HIGH ISLAND A-365 #A013 ST1	HIA365A131	G02750	427114055801
HIGH ISLAND A-365 #A016	HIA365A160	G02750	427114056700
HIGH ISLAND A-365 #A020	HIA365A200	G02750	427114057500
HIGH ISLAND A-365 #A021	HIA365A210	G02750	427114057600
HIGH ISLAND A-365 #A024	HIA365A240	G02750	427114066300
HIGH ISLAND A-365 #A025	HIA365A250	G02750	427114066500
HIGH ISLAND A-376 #A002 ST1	HIA376A021	G02754	427114052601
HIGH ISLAND A-376 #A003	HIA376A030	G02754	427114052700
HIGH ISLAND A-376 #A005	HIA376A050	G02754	427114053500
HIGH ISLAND A-376 #A009	HIA376A090	G02754	427114054400
HIGH ISLAND A-376 #A011	HIA376A110	G02754	427114055000
HIGH ISLAND A-376 #A014 ST2	HIA376A142	G02754	427114056002
HIGH ISLAND A-376 #A015	HIA376A150	G02754	427114056200
HIGH ISLAND A-376 #A017	HIA376A170	G02754	427114057200
HIGH ISLAND A-376 #A018	HIA376A180	G02754	427114057300
HIGH ISLAND A-376 #A019	HIA376A190	G02754	427114057400
HIGH ISLAND A-376 #A022	HIA376A220	G02754	427114057700
HIGH ISLAND A-376 #B001	HIA376B010	G02754	427114068700
HIGH ISLAND A-376 #B002	HIA376B020	G02754	427114068900
HIGH ISLAND A-376 #B003	HIA376B031	G02754	427114078701
HIGH ISLAND A-376 #B004	HIA376B041	G02754	427114079001
HIGH ISLAND A-376 #B005	HIA376B050	G02754	427114079600
HIGH ISLAND A-376 #C001	HIA376C010	G02754	427114088900
HIGH ISLAND A-376 #C002	HIA376C020	G02754	427114089600
HIGH ISLAND A-376 #C003	HIA376C030	G02754	427114089500
HIGH ISLAND A-376 #C004	HIA376C040	G02754	427114089400
HIGH ISLAND A-382 #A009	HIA382A090	G02757	427094018600
HIGH ISLAND A-382 #B013	HIA382B130	G02757	427094025500
HIGH ISLAND A-382 #F001 ST1	HIA382F011	G02757	427114059401
HIGH ISLAND A-382 #F002	HIA382F020	G02757	427114059800
HIGH ISLAND A-382 #F003	HIA382F031	G02757	427114059901
HIGH ISLAND A-382 #F004	HIA382F040	G02757	427114060600
HIGH ISLAND A-382 #F005	HIA382F050	G02757	427114060900
HIGH ISLAND A-382 #F006	HIA382F061	G02757	427114061001
HIGH ISLAND A-382 #F008	HIA382F080	G02757	427114061700
HIGH ISLAND A-382 #F010 ST5	HIA382F105	G02757	427114062605
HIGH ISLAND A-382 #F011	HIA382F110	G02757	427114063100
HIGH ISLAND A-382 #F012	HIA382F121	G02757	427114063601
HIGH ISLAND A-382 #F013	HIA382F130	G02757	427114063800
HIGH ISLAND A-382 #F014	HIA382F140	G02757	427114063900
HIGH ISLAND A-382 #F015	HIA382F151	G02757	427114064701

## Exhibit I-B

Asset Name	FWE Acct. Code	Lease Number	API
HIGH ISLAND A-382 #F017	HIA382F171	G02757	427114066701
HIGH ISLAND A-382 #F019	HIA382F190	G02757	427114067100
HIGH ISLAND A-382 #F020	HIA382F200	G02757	427114067500
HIGH ISLAND A-382 #F021	HIA382F211	G02757	427114067801
HIGH ISLAND A-442 #A001 (ORRI)	HIA442A010	G11383	427094096101
HIGH ISLAND A-442 #A003 (ORRI)	HIA442A03	G11383	427094098101
HIGH ISLAND A-442 #A004 (ORRI)	HIA442A040	G11383	427094099000
HIGH ISLAND A-442 #B001 (ORRI)	HIA442B01	G11383	427094108900
HIGH ISLAND A-474 #A001	HIA474A010	G02366	427094017100
HIGH ISLAND A-474 #A002	HIA474A020	G02366	427094017200
HIGH ISLAND A-474 #A003	HIA474A030	G02366	427094019900
HIGH ISLAND A-474 #A004	HIA474A040	G02366	427094022800
HIGH ISLAND A-474 #A005	HIA474A050	G02366	427094023500
HIGH ISLAND A-474 #A006	HIA474A060	G02366	427094024300
HIGH ISLAND A-474 #A007	HIA474A070	G02366	427094027702
HIGH ISLAND A-474 #A008	HIA474A080	G02366	427094026100
HIGH ISLAND A-474 #A010	HIA474A100	G02366	427094029400
HIGH ISLAND A-474 #A011	HIA474A110	G02366	427094030000
HIGH ISLAND A-474 #A012	HIA474A120	G02366	427094030801
HIGH ISLAND A-474 #A013	HIA474A130	G02366	427094036104
HIGH ISLAND A-474 #A014	HIA474A140	G02366	427094035000
HIGH ISLAND A-474 #A017	HIA474A170	G02366	427094032500
HIGH ISLAND A-474 #A020	HIA474A200	G02366	427094038500
HIGH ISLAND A-474 #A021	HIA474A210	G02366	427094040700
HIGH ISLAND A-474 #B023	HIA474B230	G02366	427094037200
HIGH ISLAND A-475 #A016	HIA475A16	G02367	427094035500
HIGH ISLAND A-475 #A018	HIA475A18	G02367	427094033100
HIGH ISLAND A-489 #A009	HIA489A090	G02372	427094028500
HIGH ISLAND A-489 #A015	HIA489A150	G02372	427094037000
HIGH ISLAND A-489 #B002	HIA489B020	G02372	427094021000
HIGH ISLAND A-489 #B003	HIA489B030	G02372	427094020901
HIGH ISLAND A-489 #B005 ST	HIA489B050	G02372	427094024601
HIGH ISLAND A-489 #B007	HIA489B070	G02372	427094027601
HIGH ISLAND A-489 #B009	HIA489B090	G02372	427094026500
HIGH ISLAND A-489 #B010	HIA489B100	G02372	427094028800
HIGH ISLAND A-489 #B012	HIA489B120	G02372	427094031400
HIGH ISLAND A-489 #B013	HIA489B130	G02372	427094028600
HIGH ISLAND A-489 #B014	HIA489B140	G02372	427094029700
HIGH ISLAND A-489 #B015	HIA489B150	G02372	427094030400
HIGH ISLAND A-489 #B016	HIA489B160	G02372	427094029800
HIGH ISLAND A-489 #B017	HIA489B170	G02372	427094023802
HIGH ISLAND A-489 #B020	HIA489B200	G02372	427094028101
HIGH ISLAND A-489 #B021	HIA489B210	G02372	427094026202
HIGH ISLAND A-489 #B022	HIA489B220	G02372	427094036000
HIGH ISLAND A-489 #B024	HIA489B240	G02372	427094035400
HIGH ISLAND A-489 #B025	HIA489B250	G02372	427094041400



## Exhibit I-B

Asset Name	FWE Acct. Code	Lease Number	API
HIGH ISLAND A-489 #B026	HIA489B260	G02372	427094043100
HIGH ISLAND A-489 #B027	HIA489B270	G02372	427094042501
HIGH ISLAND A-489 #B028	HIA489B280	G02372	427094054500
HIGH ISLAND A-489 #B029	HIA489B290	G02372	427094111100
HIGH ISLAND A-545 #JA001	HIA545JA01	G17199	427094104000
HIGH ISLAND A-545 #JA002	HIA545JA02	G17199	427094112401
HIGH ISLAND A-545 #JA003	HIA545JA03	G17199	427094113700
HIGH ISLAND A-572 #A003 ST1	HIA572A031	G02392	427094012901
HIGH ISLAND A-572(573)A014	HIA572A140	G02392	427094034100
HIGH ISLAND A-573 #006	HIA5730060	G02393	427094053700
HIGH ISLAND A-573 #A001 ST2	HIA573A012	G02393	427094007102
HIGH ISLAND A-573 #A002 ST3	HIA573A023	G02393	427094013803
HIGH ISLAND A-573 #A004	HIA573A040	G02393	427094015000
HIGH ISLAND A-573 #A005 ST1	HIA573A051	G02393	427094015501
HIGH ISLAND A-573 #A008	HIA573A080	G02393	427094018000
HIGH ISLAND A-573 #A010	HIA573A100	G02393	427094020500
HIGH ISLAND A-573 #A015	HIA573A150	G02393	427094034200
HIGH ISLAND A-573 #A016	HIA573A160	G02393	427094034300
HIGH ISLAND A-573 #A017	HIA573A170	G02393	427094036500
HIGH ISLAND A-573 #A019 ST1	HIA573A191	G02393	427094038001
HIGH ISLAND A-573 #B001	HIA573B010	G02393	427094012800
HIGH ISLAND A-573 #B002	HIA573B020	G02393	427094014100
HIGH ISLAND A-573 #B005	HIA573B050	G02393	427094016400
HIGH ISLAND A-573 #B006	HIA573B060	G02393	427094017000
HIGH ISLAND A-573 #B008	HIA573B080	G02393	427094017900
HIGH ISLAND A-573 #B010	HIA573B100	G02393	427094021100
HIGH ISLAND A-573 #B012	HIA573B120	G02393	427094022700
HIGH ISLAND A-573 #E007	HIA573E070	G02393	427094098200
HIGH ISLAND A-573 #E012	HIA573E120	G02393	427094115000
HIGH ISLAND A-573 #F007	HIA573F070	G02393	427114061200
HIGH ISLAND A-573 #F009	HIA573F090	G02393	427114062000
HIGH ISLAND A-573 #F016 ST5	HIA573F165	G02393	427114066805
HIGH ISLAND A-573 #F018 ST1	HIA573F181	G02393	427114067301
HIGH ISLAND A-573 #F022	HIA573F220	G02393	427114068400
HIGH ISLAND A-573 #F023 ST2	HIA573F232	G02393	427114069302
HIGH ISLAND A-581 #D004	HIA581D040	G18959	427094112200
HIGH ISLAND A-582 #C001	HIA582C010	G02719	427094061500
HIGH ISLAND A-582 #C002	HIA582C020	G02719	427094061900
HIGH ISLAND A-582 #C003	HIA582C030	G02719	427094058000
HIGH ISLAND A-582 #C006	HIA582C060	G02719	427094063400
HIGH ISLAND A-582 #C007	HIA582C070	G02719	427094063900
HIGH ISLAND A-582 #C010	HIA582C100	G02719	427094070200
HIGH ISLAND A-582 #C011	HIA582C110	G02719	427094071400
HIGH ISLAND A-582 #C012	HIA582C120	G02719	427094074900
HIGH ISLAND A-582 #C013	HIA582C130	G02719	427094072700
HIGH ISLAND A-582 #C014	HIA582C140	G02719	427094073800

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Asset Name	FWE Acct. Code	Lease Number	API
HIGH ISLAND A-582 #C015	HIA582C150	G02719	427094075800
HIGH ISLAND A-582 #C019	HIA582C190	G02719	427094108200
HIGH ISLAND A-582 #D002 ST1	HIA582D021	G02719	427094110801
HIGH ISLAND A-582 #D003 ST	HIA582D031	G02719	427094111401
HIGH ISLAND A-582 #D005	HIA582D050	G02719	427094114300
HIGH ISLAND A-582 #D006	HIA582D060	G02719	427094114700
HIGH ISLAND A-595 #D001 ST2	HIA595D1D2	G02721	427094055302
HIGH ISLAND A-595 #D003	HIA595D03	G02721	427094058500
HIGH ISLAND A-595 #D005	HIA595D050	G02721	427094092900
HIGH ISLAND A-595 #D006	HIA595D063	G02721	427094063205
HIGH ISLAND A-595 #D010	HIA595D100	G02721	427094070500
HIGH ISLAND A-595 #D012	HIA595D120	G02721	427094077000
HIGH ISLAND A-595 #D017 ST2	HIA595D172	G02721	427094083702
HIGH ISLAND A-595 #D018	HIA595D181	G02721	427094093501
HIGH ISLAND A-595 #E011	HIA595E110	G02721	427094114501
HIGH ISLAND A-596 #B014	HIA596B140	G02722	427094025800
HIGH ISLAND A-596 #D002	HIA596D020	G02722	427094056901
HIGH ISLAND A-596 #D004	HIA596D040	G02722	427094060500
HIGH ISLAND A-596 #D007 ST4	HIA596D074	G02722	427094064304
HIGH ISLAND A-596 #D008 ST1	HIA596D081	G02722	427094067001
HIGH ISLAND A-596 #D009	HIA596D090	G02722	427094068400
HIGH ISLAND A-596 #D011	HIA596D110	G02722	427094075700
HIGH ISLAND A-596 #D013 ST2	HIA596D132	G02722	427094079502
HIGH ISLAND A-596 #D014	HIA596D140	G02722	427094080100
HIGH ISLAND A-596 #D016	HIA596D160	G02722	427094082400
HIGH ISLAND A-596 #E005	HIA596E050	G02722	427094085900
HIGH ISLAND A-596 #E008	HIA596E080	G02722	427094112801
HIGH ISLAND A-596 #E009	HIA596E090	G02722	427094114200
MAIN PASS 077 #A001	MP077A0100	G04481	177254033800
MAIN PASS 077 #A002	MP077A0201	G04481	177254043101
MAIN PASS 077 #A003	MP077A0300	G04481	177254036100
MAIN PASS 077 #A004	MP077A0400	G04481	177254036900
MAIN PASS 077 #A005	MP077A0500	G04481	177254038000
MAIN PASS 077 #A006 ST2	MP077A0602	G04481	177254036402
MAIN PASS 077 #A010	MP077A1000	G04481	177254039600
MAIN PASS 077 #A011	MP077A1100	G04481	177254042400
MAIN PASS 077 #A012	MP077A1200	G04481	177254039700
MAIN PASS 077 #A013	MP077A1300	G04481	177254044900
MAIN PASS 077 #A014	MP077A1400	G04481	177254044500
MAIN PASS 077 #A015	MP077A1501	G04481	177254045101
MAIN PASS 077 #A016	MP077A1600	G04481	177254045900
MAIN PASS 077 #A017	MP077A1700	G04481	177254046200
MAIN PASS 077 #A018	MP077A1800	G04481	177254046800
MAIN PASS 077 #A019	MP077A1900	G04481	177254048200
MAIN PASS 077 #A020	MP077A2001	G04481	177254048501
MAIN PASS 077 #A021 ST	MP077A2100	G04481	177254067002

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Asset Name	FWE Acct. Code	Lease Number	API
MAIN PASS 077 #A022	MP077A2201	G04481	177254067401
MAIN PASS 077 #A023	MP077A23	G04481	177254067601
MAIN PASS 077 #A07	MP077A0700	G04481	177254041000
MAIN PASS 077 #A08	MP077A0800	G04481	177254038200
MAIN PASS 077 #A09	MP077A0900	G04481	177254039000
MAIN PASS 091 #A001	MP091A0100	G14576	177254060600
MAIN PASS 091 #A002	MP091A0200	G14576	177254062200
MAIN PASS 091 #A003	MP091A0300	G14576	177254065000
MAIN PASS 140 #A001	MP140A0100	G02193	177254006400
MAIN PASS 140 #A002	MP140A0200	G02193	177254007700
MAIN PASS 140 #A003	MP140A0300	G02193	177254007800
MAIN PASS 140 #A004	MP140A0400	G02193	177254008200
MAIN PASS 140 #A005 ST1	MP140A0501	G02193	177254008301
MAIN PASS 140 #A008 ST2	MP140A0802	G02193	177254009202
MAIN PASS 140 #A009	MP140A0900	G02193	177254009400
MAIN PASS 140 #A010 ST2	MP140A1002	G02193	177254009502
MAIN PASS 140 #A011	MP140A1100	G02193	177254010000
MAIN PASS 140 #A012 ST2	MP140A1202	G02193	177254010102
MAIN PASS 140 #A013 ST1	MP140A1301	G02193	177254010401
MAIN PASS 140 #A014	MP140A1400	G02193	177254010500
MAIN PASS 140 #A015	MP140A1500	G02193	177254010600
MAIN PASS 140 #A016 ST3	MP140A1603	G02193	177254008603
MAIN PASS 140 #A017	MP140A1700	G02193	177254011000
MAIN PASS 140 #A018 ST3	MP140A1803	G02193	177254008803
MAIN PASS 140 #A020	MP140A2000	G02193	177254065700
MAIN PASS 140 #A021	MP140A2100	G02193	177254065500
MAIN PASS 140 #B001	MP140B0100	G02193	177254006600
MAIN PASS 140 #B003 ST1	MP140B0301	G02193	177254008001
MAIN PASS 140 #B004 ST3	MP140B0403	G02193	177254008103
MAIN PASS 140 #B007 ST1	MP140B0701	G02193	177254009001
MAIN PASS 140 #B008 ST2	MP140B0802	G02193	177254009102
MAIN PASS 140 #B011 ST1	MP140B1101	G02193	177254009801
MAIN PASS 140 #B012 ST2	MP140B1202	G02193	177254008902
MAIN PASS 140 #B013	MP140B1300	G02193	177254010200
MAIN PASS 140 #B014 ST	MP140B1401	G02193	177254010301
MAIN PASS 140 #B015 ST2	MP140B1502	G02193	177254010702
MAIN PASS 140 #B017	MP140B1701	G02193	177254010901
MAIN PASS 140 #B018	MP140B1800	G02193	177254062600
MAIN PASS 140 #B019	MP140B1900	G02193	177254063000
MAIN PASS 140 #B020	MP140B2000	G02193	177254063100
MAIN PASS 140 #B021 ST	MP140B2101	G02193	177254073301
MAIN PASS 140 #B022	MP140B2200	G02193	177254077300
MAIN PASS 140 #B023	MP140B2300	G02193	177254077500
MAIN PASS 152 #A015	MP152A1500	G01966	177232005300
MAIN PASS 152 #A020B	MP152A20B0	G01966	177232006200
MAIN PASS 152 #B004A	MP152B04A0	G01966	177254000900

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Asset Name	FWE Acct. Code	Lease Number	API
MAIN PASS 152 #B012	MP152B1200	G01966	177254002700
MAIN PASS 152 #B015	MP152B1500	G01966	177254002300
MAIN PASS 152 #B020 ST	MP152B2002	G01966	177254002802
MAIN PASS 152 #B022A	MP152B22A0	G01966	177254003500
MAIN PASS 152 #B030	MP152B3000	G01966	177254004500
MAIN PASS 152 #B031A	MP152B31A0	G01966	177254004700
MAIN PASS 152 #C002	MP152C0200	G01966	177254040800
MAIN PASS 152 #C005	MP152C0500	G01966	177254042000
MAIN PASS 152 #C006	MP152C0600	G01966	177254042100
MAIN PASS 152 #C008	MP152C0800	G01966	177254042500
MAIN PASS 152 #C011	MP152C1100	G01966	177254043200
MAIN PASS 152 #C031	MP152C3100	G01966	177254048100
MAIN PASS 152 #C032	MP152C3200	G01966	177254049000
MAIN PASS 153 #A017B	MP153A17B0	G01967	177232005400
MAIN PASS 153 #B001	MP153B0100	G01967	177252010300
MAIN PASS 153 #B003A	MP153B03A0	G01967	177254000302
MAIN PASS 153 #B010 ST2	MP153B1002	G01967	177254001803
MAIN PASS 153 #B017	MP153B1700	G01967	177254002500
MAIN PASS 153 #B018	MP153B1800	G01967	177254002900
MAIN PASS 153 #B025	MP153B2500	G01967	177254004000
MAIN PASS 153 #B027	MP153B2700	G01967	177254004200
MAIN PASS 153 #C009	MP153C0900	G01967	177254042701
MAIN PASS 153 #C012	MP153C1200	G01967	177254043300
MAIN PASS 153 #C013 ST	MP153C1301	G01967	177254043501
MAIN PASS 153 #C014	MP153C1400	G01967	177254043902
MAIN PASS 153 #C017	MP153C1700	G01967	177254044200
MAIN PASS 153 #C018	MP153C1800	G01967	177254044300
MAIN PASS 153 #C020	MP153C2000	G01967	177254045400
MAIN PASS 153 #C021	MP153C2100	G01967	177254045500
MAIN PASS 153 #C024	MP153C2400	G01967	177254046100
MAIN PASS 153 #C026	MP153C2600	G01967	177254046900
MAIN PASS 153 #C027	MP153C2700	G01967	177254047400
MAIN PASS 153 #C028	MP153C2800	G01967	177254048400
MAIN PASS 153 #C029	MP153C2901	G01967	177254047501
MAIN PASS 153 #C030	MP153C3002	G01967	177254047802
MAIN PASS 259 #001	MP25900101	G07827	177244048801
MAIN PASS 259 #002	MP25900200	G07827	177244050000
MAIN PASS 259 #003	MP25900300	G07827	608164015800
MAIN PASS 259 #004	MP25900400	G07827	177244050500
MAIN PASS 259 #005	MP25900500	G07827	608164016400
MAIN PASS 259 #A001	MP259A0100	G07827	177244069700
MAIN PASS 259 #A002	MP259A0200	G07827	177244070200
MAIN PASS 259 #A003	MP259A0300	G07827	177244070800
MAIN PASS 259 #A004	MP259A0400	G07827	177244071000
MAIN PASS 259 #A005	MP259A0500	G07827	177244071300
MAIN PASS 259 #A006	MP259A0600	G07827	177244071600

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Asset Name	FWE Acct. Code	Lease Number	API
MAIN PASS 259 #A007	MP259A0700	G07827	177244071800
MAIN PASS 259 #A008 ST1	MP259A0801	G07827	177244072401
MAIN PASS 259 #A010 ST1	MP259A1001	G07827	177244074601
MAIN PASS 259 #A011 ST1	MP259A1101	G07827	177244074901
MAIN PASS 259 #A012 ST1	MP259A1201	G07828	177244076801
MAIN PASS 275 #A001 ST1	MP275A0101	G15395	177244085701
MAIN PASS 275 #A002 ST1	MP275A0201	G15395	177244086101
MAIN PASS 275 #A003	MP275A0300	G15395	177244093300
MAIN PASS 289 #013	MP28901300	G01666	177244004700
MAIN PASS 289 #B001	MP289B0100	G01666	177240007800
MAIN PASS 289 #B005	MP289B0501	G01666	177240011701
MAIN PASS 289 #B014A	MP289B1400	G01666	177242000100
MAIN PASS 289 #B015	MP289B1500	G01666	177240014800
MAIN PASS 289 #B016 WIW	MP289B1600	G01666	177242003100
MAIN PASS 289 #B018 WIW	MP289B1800	G01666	177242003200
MAIN PASS 289 #C001	MP289C0100	G01666	177244048100
MAIN PASS 289 #C002	MP289C0200	G01666	177244047600
MAIN PASS 289 #C003A	MP289C0300	G01666	177244047800
MAIN PASS 289 #C004A	MP289C0402	G01666	177244047902
MAIN PASS 289 #C005	MP289C0500	G01666	177244048000
MAIN PASS 289 #C007	MP289C0700	G01666	177244048400
MAIN PASS 289 #C008	MP289C0800	G01666	177244048500
MAIN PASS 289 #C009	MP289C0901	G01666	177244048301
MAIN PASS 289 #C010	MP289C1000	G01666	177244048200
MAIN PASS 289 #C011	MP289C1100	G01666	177244048700
MAIN PASS 289 #C012	MP289C1203	G01666	177244049203
MAIN PASS 289 #C013 WSW	MP289C1300	G01666	177244052400
MAIN PASS 289 #C014	MP289C1400	G01666	177244049900
MAIN PASS 289 #C015	MP289C1500	G01666	177244048900
MAIN PASS 289 #C017	MP289C1700	G01666	177244053900
MAIN PASS 289 #C019	MP289C1900	G01666	177244049400
MAIN PASS 289 #C020	MP289C2000	G01666	177244050100
MAIN PASS 289 #C021	MP289C2100	G01666	177244049100
MAIN PASS 289 #C022 WIW	MP289C2200	G01666	177244049300
MAIN PASS 289 #C023	MP289C2301	G01666	177244053801
MAIN PASS 289 #C024	MP289C2401	G01666	177244051901
MAIN PASS 289 #C025 WIW	MP289C2500	G01666	177244051400
MAIN PASS 289 #C026	MP289C2600	G01666	177244052700
MAIN PASS 289 #C027	MP289C2700	G01666	177244053100
MAIN PASS 289 #C028	MP289C2801	G01666	177244051501
MAIN PASS 289 #C029D	MP289C29D1	G01666	177244051801
MAIN PASS 289 #C030	MP289C3000	G01666	177244053300
MAIN PASS 289 #C031	MP289C3100	G01666	177244090200
MAIN PASS 289 #C032	MP289C3200	G01666	177244090300
MAIN PASS 290 #C006	MP290C0600	G01667	177244050400
MAIN PASS 290 #C016	MP290C1600	G01667	177244051000



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Asset Name	FWE Acct. Code	Lease Number	API
MAIN PASS 290 #C018 ST2	MP290C1802	G01667	177244051302
MAIN PASS 295 #001	MP29500100	G32263	177244097001
MAIN PASS 295 #003	MP29500300	G32263	177244097500
MAIN PASS 296 #B001	MP296B0100	G01673	177244022300
MAIN PASS 296 #B003	MP296B0300	G01673	177244022700
MAIN PASS 296 #B004	MP296B0400	G01673	177244022900
MAIN PASS 296 #B008	MP296B0800	G01673	177244023600
MAIN PASS 296 #B013 ST	MP296B1301	G01673	177244024501
MAIN PASS 296 #B014 ST1	MP296B1401	G01673	177244024401
MAIN PASS 296 #B018	MP296B1800	G01673	177244025300
MAIN PASS 296 #B019 ST2	MP296B1902	G01673	177244027302
MAIN PASS 296 #C001	MP296C0100	G01673	177244016100
MAIN PASS 296 #C002	MP296C0200	G01673	177244021100
MAIN PASS 296 #C004 ST3	MP296C0403	G01673	177244021403
MAIN PASS 296 #C005	MP296C0500	G01673	177244021700
MAIN PASS 296 #C006	MP296C0603	G01673	177244021503
MAIN PASS 296 #C007A	MP296C07A0	G01673	177244021600
MAIN PASS 296 #C013	MP296C1301	G01673	177244022401
MAIN PASS 296 #C014	MP296C1402	G01673	177244030702
MAIN PASS 296 #C015	MP296C1500	G01673	177244031300
MAIN PASS 296 #C018 ST	MP296C1801	G01673	177244089101
MAIN PASS 296 #C019	MP296C1900	G01673	177244089400
MAIN PASS 300 #B002	MP300B0200	G01317	177244067200
MAIN PASS 301 #A002	MP301A0200	G04486	177244034600
MAIN PASS 301 #A003	MP301A0300	G04486	177244035101
MAIN PASS 301 #A004	MP301A0400	G04486	177244039501
MAIN PASS 301 #B001	MP301B0100	G04486	177244063000
MAIN PASS 302 #B004	MP302B0400	G32264	177244018801
MAIN PASS 302 #B019	MP302B1900	G32264	177244097401
MAIN PASS 303 #A005D (MP310)	MP303A05D1	G04253	177244030600
MAIN PASS 303 #A017	MP303A1700	G04253	177244094700
MAIN PASS 303 #B005	MP303B0500	G04253	177244023000
MAIN PASS 303 #B007	MP303B0700	G04253	177244023400
MAIN PASS 303 #B009	MP303B0900	G04253	177244023800
MAIN PASS 303 #B015	MP303B1500	G04253	177244024800
MAIN PASS 304 #A007	MP304A0700	G03339	177244030800
MAIN PASS 304 #A009	MP304A0900	G03339	177244030500
MAIN PASS 304 #B012	MP304B1200	G03339	177244024300
MAIN PASS 308 #A001	MP308A0100	G32265	177244095600
MAIN PASS 308 #A002	MP308A0200	G32265	177244095700
MAIN PASS 308 #A003	MP308A0300	G32265	177244096500
MAIN PASS 308 #A004 ST	MP308A0401	G32265	177244096201
MAIN PASS 308 #A006	MP308A0600	G32265	177244095900
MAIN PASS 308 #A007	MP308A0700	G32265	177244096700
MAIN PASS 308 #A008	MP308A0801	G32265	177244096601
MAIN PASS 309 #A005	MP309A0500	G08760	177244096301



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Asset Name	FWE Acct. Code	Lease Number	API
MAIN PASS 309 #A009	MP309A0900	G08760	177244096900
MAIN PASS 309 #JA001	MP309JA010	G08760	177244063500
MAIN PASS 309 #JA002	MP309JA200	G08760	177244064600
MAIN PASS 309 #JA006	MP309JA600	G08760	177244065100
MAIN PASS 309 #JA007	MP309JA700	G08760	177244065000
MAIN PASS 309 #JA008	MP309JA800	G08760	177244065200
MAIN PASS 309 #JA010	MP309JA100	G08760	177244072700
MAIN PASS 309 #JA05A	MP309JA5A0	G08760	177244064800
MAIN PASS 310 #A001	MP310A0100	G04126	177244028700
MAIN PASS 310 #A002 ST2	MP310A0202	G04126	177244029502
MAIN PASS 310 #A003	MP310A0301	G04126	177244029401
MAIN PASS 310 #A004	MP310A0400	G04126	177244030000
MAIN PASS 310 #A006	MP310A0603	G04126	177244030103
MAIN PASS 310 #A008A	MP310A0800	G04126	177244029700
MAIN PASS 310 #A010	MP310A1000	G04126	177244029800
MAIN PASS 310 #A011 ST	MP310A1102	G04126	177244041702
MAIN PASS 310 #A012	MP310A1200	G04126	177244041900
MAIN PASS 310 #A013	MP310A1300	G04126	177244042400
MAIN PASS 310 #A014	MP310A1401	G04126	177244042601
MAIN PASS 310 #A015	MP310A1500	G04126	177244042500
MAIN PASS 310 #A016 ST	MP310A1601	G04126	177244043301
MAIN PASS 310 #JA009	MP310JA902	G04126	177244065602
MAIN PASS 311 #A001	MP311A0100	G02213	177244013600
MAIN PASS 311 #A002	MP311A0200	G02213	177244013900
MAIN PASS 311 #A003	MP311A0300	G02213	177244014100
MAIN PASS 311 #A005	MP311A0500	G02213	177244014500
MAIN PASS 311 #A006	MP311A0600	G02213	177244014800
MAIN PASS 311 #A007	MP311A0700	G02213	177244014900
MAIN PASS 311 #A008	MP311A0800	G02213	177244015200
MAIN PASS 311 #A009	MP311A0900	G02213	177244015300
MAIN PASS 311 #A010	MP311A1000	G02213	177244015500
MAIN PASS 311 #A011A	MP311A1100	G02213	177244016400
MAIN PASS 311 #A012	MP311A1200	G02213	177244016300
MAIN PASS 311 #A013	MP311A1301	G02213	177244017202
MAIN PASS 311 #A014	MP311A1400	G02213	177244017800
MAIN PASS 311 #A015	MP311A1500	G02213	177244017600
MAIN PASS 311 #A016	MP311A1600	G02213	177244018000
MAIN PASS 311 #A017	MP311A1700	G02213	177244017900
MAIN PASS 311 #A020 ST	MP311A2001	G02213	177244089301
MAIN PASS 311 #A024	MP311A2400	G02213	177244096400
MAIN PASS 311 #B001	MP311B0100	G02213	177244015900
MAIN PASS 311 #B002D	MP311B02D0	G02213	177244018300
MAIN PASS 311 #B006	MP311B0600	G02213	177244019200
MAIN PASS 311 #B007	MP311B0700	G02213	177244019300
MAIN PASS 311 #B008	MP311B0801	G02213	177244019001
MAIN PASS 311 #B009	MP311B0900	G02213	177244019400

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Asset Name	FWE Acct. Code	Lease Number	API
MAIN PASS 311 #B010	MP311B1000	G02213	177244019500
MAIN PASS 311 #B012	MP311B1200	G02213	177244020001
MAIN PASS 311 #B013D	MP311B13D0	G02213	177244035600
MAIN PASS 311 #B014	MP311B1401	G02213	177244036201
MAIN PASS 311 #B015	MP311B1500	G02213	177244036700
MAIN PASS 311 #B017	MP311B1700	G02213	177244036400
MAIN PASS 311 #B018 ST	MP311B1801	G02213	177244089201
MAIN PASS 312 #A021	MP312A2100	G16520	177244093200
MAIN PASS 312 #A022	MP312A2200	G16520	177244093400
MAIN PASS 314 #A023 (MP311A)	MP314A2300	G33693	177244096100
MAIN PASS 315 #JA003 ST	MP315JA302	G08467	177244064502
MAIN PASS 315 #JA004	MP315JA400	G08467	177244064700
MAIN PASS 315 #SS002	MP31500200	G08467	177244095500
MATAGORDA IS 519 #L001	MI519L1SL0	MF-79413	427033030000
MATAGORDA IS 519 #L002	MI519L2SL0	MF-79413	427033034000
MATAGORDA IS 519 #L003	MI519L3SL0	MF-79413	427033039500
MATAGORDA IS 519 #L004	MI519L4SL0	MF-79413	427033039700
MATAGORDA IS 622 #C001	MI622C01	G05000	427034013800
MATAGORDA IS 622 #C002 ST1	MI622C0201	G05000	427034018901
MATAGORDA IS 622 #C008	MI622C0800	G05000	427034052700
MATAGORDA IS 622 #D001	MI622D0100	G05000	427034048400
MATAGORDA IS 622 #D003	MI622D0300	G05000	427034053000
MATAGORDA IS 622 #D004	MI622D0400	G05000	427034054700
MATAGORDA IS 622 #G002	MI622G0200	G05000	427034053700
MATAGORDA IS 623 #B001	MI623B0100	G03088	427034010600
MATAGORDA IS 623 #B003 ST1	MI623B0301	G03088	427034014401
MATAGORDA IS 623 #B006	MI623B0600	G03088	427034018400
MATAGORDA IS 623 #B008	MI623B0800	G03088	427034051300
MATAGORDA IS 623 #C007	MI623C0700	G03088	427034052400
MATAGORDA IS 623 #F002	MI623F0200	G03088	427034051100
MATAGORDA IS 623 #F003	MI623F0300	G03088	427034053800
MATAGORDA IS 623 #H001 (#6)	MI623H0100	G03088	427034058100
MATAGORDA IS 623 #H002 (#7)	MI623H0200	G03088	427034058200
MATAGORDA IS 623(622) #C004	MI623C0400	G05000	427034021400
MATAGORDA IS 635 #F001	MI635F0100	G06043	427034048800
MISSISSIPPI CANYON 065 #B004	MC065B0400	G21742	608174106300
MISSISSIPPI CANYON 065 #B015	MC065B1500	G21742	608174111500
MISSISSIPPI CANYON 108 #A027	MC108A2703	G09777	608174045703
MISSISSIPPI CANYON 108 #A032	MC108A3203	G09777	608174088503
MISSISSIPPI CANYON 110 #001	MC1100100	G18192	608174060500
MISSISSIPPI CANYON 110 #A009	MC110A0900	G18192	608174042501
MISSISSIPPI CANYON 110 #A011ST	MC110A1101	G18192	608174042801
MISSISSIPPI CANYON 110 #A031	MC110A3100	G18192	608174087900
MISSISSIPPI CANYON 311 #A001ST	MC311A0102	G02968	608174006502
MISSISSIPPI CANYON 311 #A005	MC311A0500	G02968	608174011700
MISSISSIPPI CANYON 311 #A006ST	MC311A0601	G02968	608174010901

## Exhibit I-B

Asset Name	FWE Acct. Code	Lease Number	API
MISSISSIPPI CANYON 311 #A011ST	MC311A1101	G02968	608174014201
MISSISSIPPI CANYON 311 #A012	MC311A1200	G02968	608174015000
MISSISSIPPI CANYON 311 #A013	MC311A1300	G02968	608174015600
MISSISSIPPI CANYON 311 #A014	MC311A1400	G02968	608174016200
MISSISSIPPI CANYON 311 #A015ST	MC311A1501	G02968	608174017801
MISSISSIPPI CANYON 311 #A016	MC311A1600	G02968	608174016300
MISSISSIPPI CANYON 311 #A020ST	MC311A2001	G02968	608174033901
MISSISSIPPI CANYON 311 #A022ST	MC311A2201	G02968	608174034801
MISSISSIPPI CANYON 311 #A024ST	MC311A2401	G02968	608174035301
MOBILE 826 #001	MO826D0100	G26176	608154014900
NORTH PADRE IS 969 #A001	PN969A0100	G05953	427134003400
NORTH PADRE IS 969 #A004	PN969A0400	G05953	427134005600
NORTH PADRE IS 969 #A006	PN969A0600	G05953	427134005700
NORTH PADRE IS 969 #A007	PN969A0700	G05953	427134005800
NORTH PADRE IS 969 #JA002	PN969JA020	G05953	427014003000
NORTH PADRE IS 976 #A002	PN976A0200	G05954	427134005000
NORTH PADRE IS 976 #A003	PN976A03	G05954	427134005101
NORTH PADRE IS 976 #A005	PN976A0500	G05954	427134005500
NORTH PADRE IS 976 #A008	PN976A0800	G05954	427134005900
NORTH PADRE IS 976 #A009	PN976A0900	G05954	427134006000
SHIP SHOAL 030 #011	SS03001100	00333	177114093000
SHIP SHOAL 030 #013	SS03001300	00333	177114109400
SHIP SHOAL 030 #014D	SS030014D0	00333	177114111900
SHIP SHOAL 030 #A001	SS030A0100	00333	177114113000
SHIP SHOAL 032 #024	SS03202401	00335	177114131701
SHIP SHOAL 033 #005	SS03300500	00336	177114030900
SHIP SHOAL 068 #002 ST1	SS06800201	G02917	177114096701
SHIP SHOAL 068 #003	SS06800301	G02925	177114101301
SHIP SHOAL 068 #004	SS06800402	G02917	177114101802
SHIP SHOAL 068 #005 ST1	SS06800501	G02917	177114101401
SHIP SHOAL 068 #009	SS06800900	G02917	177114126000
SHIP SHOAL 068 #010	SS06801000	G02917	177114135200
SHIP SHOAL 068 #G001 (ORR)	SS068G0100	G02917	177114119400
SHIP SHOAL 068 #G002	SS068G0200	G02917	177114121200
SHIP SHOAL 091 #A001	SS091A0100	G02919	177114044300
SHIP SHOAL 091 #A003	SS091A0300	G02919	177114056800
SHIP SHOAL 091 #A004 ST1	SS091A0401	G02919	177114062501
SHIP SHOAL 091 #A005 ST1	SS091A0501	G02919	177114058201
SHIP SHOAL 091 #A006 ST2	SS091A0602	G02919	177114059202
SHIP SHOAL 091 #B001 ST1	SS091B0101	G02919	177114066401
SHIP SHOAL 091 #B002 ST1	SS091B0201	G02919	177114065701
SHIP SHOAL 091 #B003	SS091B0300	G02919	177114068400
SHIP SHOAL 091 #B004 ST1	SS091B0401	G02919	177114072101
SHIP SHOAL 091 #B005	SS091B0500	G02919	177114110800
SHIP SHOAL 105 #007	SS10500700	G09614	177114130800
SHIP SHOAL 105 #A001 ST1	SS105A0101	G09614	177114124501

## Exhibit I-B

Asset Name	FWE Acct. Code	Lease Number	API
SHIP SHOAL 105 #B004	SS105B0400	G09614	177114122400
SHIP SHOAL 105 #B006	SS105B0600	G09614	177114130201
SHIP SHOAL 126 #B001	SS126B0100	G12940	177114121000
SHIP SHOAL 126 #B002	SS126B0200	G12940	177114134203
SHIP SHOAL 126 #B003 ST1	SS126B0301	G12940	177114135401
SHIP SHOAL 129 #A002 ST1	SS129A0201	G12941	177114117201
SHIP SHOAL 129 #A003	SS129A0300	G12941	177114120100
SHIP SHOAL 129 #B001 ST1	SS129B0101	G12941	177114135301
SHIP SHOAL 129 #B002 ST1	SS129B0201	G12941	177114145501
SHIP SHOAL 129 #L001	SS129L0100	G12941	177114150000
SHIP SHOAL 129 #L002	SS129L0200	G12941	177114150300
SHIP SHOAL 145 #E001	SS145E01	G34831	177114140501
SHIP SHOAL 151 #A001 (ORRI)	SS151A0100	G15282	177114125702
SHIP SHOAL 151 #A002 (ORRI)	SS151A0200	G15282	177114154300
SHIP SHOAL 159 #001	SS15900100	G11984	177114143701
SHIP SHOAL 169 #BB001	SS169BB010	00820	177114048100
SHIP SHOAL 169 #BB002	SS169BB020	00820	177114055501
SHIP SHOAL 169 #BB003	SS169BB030	00820	177114057800
SHIP SHOAL 169 #BB004	SS169BB040	00820	177114056500
SHIP SHOAL 169 #BB005	SS169BB050	00820	177114059600
SHIP SHOAL 169 #BB006	SS169BB060	00820	177114060101
SHIP SHOAL 169 #C001	SS169C0100	00820	177114075600
SHIP SHOAL 169 #C003	SS169C0300	00820	177114078500
SHIP SHOAL 169 #C004	SS169C0400	00820	177114077400
SHIP SHOAL 169 #C006	SS169C0600	00820	177114080201
SHIP SHOAL 169 #C007	SS169C0700	00820	177114080601
SHIP SHOAL 169 #C008	SS169C0800	00820	177114081300
SHIP SHOAL 169 #C009	SS169C0900	00820	177114144400
SHIP SHOAL 169 #C010	SS169C1000	00820	177114144800
SHIP SHOAL 169 #G001	SS169G0100	00820	177114127400
SHIP SHOAL 169 #G002	SS169G0200	00820	177114128500
SHIP SHOAL 169 #G003	SS169G0300	00820	177114156600
SHIP SHOAL 175 #A004	SS175A0400	G05550	177094078900
SHIP SHOAL 176 #001	SS17600100	G33646	177114155400
SHIP SHOAL 178 #A001	SS178A0100	G05551	177114076800
SHIP SHOAL 178 #A002A	SS178A0200	G05551	177114080800
SHIP SHOAL 178 #A003	SS178A0302	G05551	177114081902
SHIP SHOAL 178 #A004	SS178A0400	G05551	177114082900
SHIP SHOAL 178 #A005	SS178A0500	G05551	177114082300
SHIP SHOAL 178 #A006	SS178A0600	G05551	177114113900
SHIP SHOAL 182 #A001	SS182A0100	G03998	177114059400
SHIP SHOAL 182 #A002 ST1	SS182A0201	G03998	177114060601
SHIP SHOAL 182 #A003	SS182A0300	G03998	177114063100
SHIP SHOAL 182 #A004	SS182A0400	G03998	177114065500
SHIP SHOAL 182 #B001	SS182B0101	G03998	177114066001
SHIP SHOAL 182 #B002	SS182B0201	G03998	177114074501

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Asset Name	FWE Acct. Code	Lease Number	API
SHIP SHOAL 182 #B003 ST2	SS182B0402	G03998	177114090502
SHIP SHOAL 182 #B004	SS182B0400	G03998	177114090800
SHIP SHOAL 182 #B005	SS182B0500	G03998	177114113600
SHIP SHOAL 182 #B006	SS182B0600	G03998	177114130500
SHIP SHOAL 182 #C001D ST1	SS182C01D0	G03998	177114087501
SHIP SHOAL 182 #C002	SS182C0200	G03998	177114088500
SHIP SHOAL 182 #C003	SS182C0300	G03998	177114087800
SHIP SHOAL 182 #C004	SS182C0400	G03998	177114132000
SHIP SHOAL 189 #A001A	SS189A01A0	G04232	177114062000
SHIP SHOAL 189 #A002	SS189A0201	G04232	177114085301
SHIP SHOAL 189 #A003A	SS189A03A0	G04232	177114085200
SHIP SHOAL 189 #A005	SS189A0500	G04232	177114088400
SHIP SHOAL 189 #A007 ST2	SS189A0702	G04232	177114129502
SHIP SHOAL 189 #A008	SS189A0800	G04232	177114130900
SHIP SHOAL 189 #A009 ST1	SS189A0901	G04232	177114139801
SHIP SHOAL 189 #A010BP1	SS189A1001	G04232	177114154701
SHIP SHOAL 189 #A4 (SS210)	SS189A04	G05204	177114086801
SHIP SHOAL 189 #A6 (SS188)	SS189A06	G05203	177114088900
SHIP SHOAL 189 #B001 (ORRI)	SS189B0100	G04232	177114151001
SHIP SHOAL 189 #B002 (ORRI)	SS189B0200	G04232	177114152300
SHIP SHOAL 189 #C001	SS189C0101	G04232	177114153901
SHIP SHOAL 189 #D001	SS189D0100	G04232	177114154402
SHIP SHOAL 190 #B001 ST2	SS190B0103	G10775	177114114803
SHIP SHOAL 190 #B002	SS190B0200	G10775	177114134700
SHIP SHOAL 193 #A001 ST1	SS193A0101	G13917	177114112301
SHIP SHOAL 193 #A002 ST1	SS193A0201	G13917	177114112601
SHIP SHOAL 193 #A003	SS193A0300	G13917	177114115300
SHIP SHOAL 193 #A004 ST1	SS193A0401	G13917	177114116001
SHIP SHOAL 193 #A005 ST1	SS193A0501	G13917	177114117301
SHIP SHOAL 193 #A006 ST5	SS193A0605	G13917	177114123005
SHIP SHOAL 193 #A007 ST1	SS193A0701	G13917	177114139501
SHIP SHOAL 193 #M001	SS193M0100	G13917	177114148500
SHIP SHOAL 194 #A001	SS194A0100	G15288	177114121300
SHIP SHOAL 194 #A002 ST1	SS194A0201	G15288	177114121701
SHIP SHOAL 198 #J011	SS198J1100	00593	177114147800
SHIP SHOAL 204 #A008	SS204A0800	G01520	177110083000
SHIP SHOAL 204 #A015 ST1	SS204A1501	G01520	177112003401
SHIP SHOAL 204 #A016	SS204A1601	G01520	177112005401
SHIP SHOAL 204 #A020	SS204A2000	G01520	177112012600
SHIP SHOAL 204 #A024 ST1	SS204A2401	G01520	177112017701
SHIP SHOAL 204 #A028 ST3	SS204A2803	G01520	177110071003
SHIP SHOAL 204 #A030A	SS204A30A1	G01520	177114002801
SHIP SHOAL 204 #A031	SS204A3101	G01520	177110084201
SHIP SHOAL 204 #A034	SS204A3400	G01520	177114146700
SHIP SHOAL 204 #A035	SS204A3502	G01520	177114147402
SHIP SHOAL 204 #A036 ST1	SS204A3603	G01520	177114146803

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Asset Name	FWE Acct. Code	Lease Number	API
SHIP SHOAL 206 #E002	SS206E0201	G01522	177114118101
SHIP SHOAL 206 #E003	SS206E0301	G01522	177114118201
SHIP SHOAL 206 #E004	SS206E0400	G01522	177114141800
SHIP SHOAL 206 #E005	SS206E0500	G01522	177114142000
SHIP SHOAL 207 #A003 ST1	SS207A0301	G01523	177110072801
SHIP SHOAL 207 #A004B	SS207A04B0	G01523	177110075500
SHIP SHOAL 207 #A006D	SS207A06D0	G01523	177110078200
SHIP SHOAL 207 #A008B	SS207A08B0	G01523	177110080700
SHIP SHOAL 207 #A009	SS207A0900	G01523	177110082400
SHIP SHOAL 207 #A010D	SS207A10D0	G01523	177110083900
SHIP SHOAL 207 #A013	SS207A1300	G01523	177112002500
SHIP SHOAL 207 #A015 ST1	SS207A1501	G01523	177112010601
SHIP SHOAL 207 #A016 ST1	SS207A1601	G01523	177112011401
SHIP SHOAL 207 #A018	SS207A1800	G01523	177112005000
SHIP SHOAL 207 #A019ST	SS207A1901	G01523	177114009401
SHIP SHOAL 207 #A020	SS207A2000	G01523	177114010300
SHIP SHOAL 207 #A022 ST1	SS207A2201	G01523	177114011301
SHIP SHOAL 207 #A023B	SS207A23B0	G01523	177114013500
SHIP SHOAL 207 #A024	SS207A2400	G01523	177114014300
SHIP SHOAL 207 #A025	SS207A2500	G01523	177114015500
SHIP SHOAL 207 #A026	SS207A2601	G01523	177112001101
SHIP SHOAL 207 #A027	SS207A2701	G01523	177110079401
SHIP SHOAL 207 #A028	SS207A2801	G01523	177110077301
SHIP SHOAL 207 #A029 ST	SS207A2901	G01523	177112001901
SHIP SHOAL 207 #A030	SS207A3001	G01523	177110071501
SHIP SHOAL 207 #A031 ST2	SS207A3102	G01523	177114117702
SHIP SHOAL 207 #A032	SS207A3201	G01523	177114119701
SHIP SHOAL 207 #A033 ST1	SS207A3301	G01523	177114121901
SHIP SHOAL 207 #A034	SS207A3400	G01523	177114122200
SHIP SHOAL 207 #A035 ST1	SS207A3501	G01523	177114133301
SHIP SHOAL 207 #A036	SS207A3600	G01523	177114137700
SHIP SHOAL 207 #D002	SS207D0200	G01523	177114025400
SHIP SHOAL 207 #D007	SS207D0700	G01523	177114030300
SHIP SHOAL 207 #D008	SS207D0800	G01523	177114032300
SHIP SHOAL 207 #D009	SS207D0900	G01523	177114116400
SHIP SHOAL 207 #D010 ST1	SS207D1001	G01523	177114116501
SHIP SHOAL 216 #C004 ST1	SS216C0401	G01524	177112014901
SHIP SHOAL 216 #C005A	SS216C05A0	G01524	177112017400
SHIP SHOAL 216 #C007 ST1	SS216C0701	G01524	177114001201
SHIP SHOAL 216 #C009 ST1	SS216C0901	G01524	177114003801
SHIP SHOAL 216 #C010	SS216C1000	G01524	177114004900
SHIP SHOAL 216 #C012C	SS216C12C0	G01524	177114006700
SHIP SHOAL 216 #C013	SS216C1300	G01524	177114007700
SHIP SHOAL 216 #C015	SS216C1500	G01524	177114009000
SHIP SHOAL 216 #C016	SS216C1601	G01524	177114000101
SHIP SHOAL 216 #C017A	SS216C17A1	G01524	177114003001



## Exhibit I-B

Asset Name	FWE Acct. Code	Lease Number	API
SHIP SHOAL 216 #C019	SS216C1900	G01524	177114031900
SHIP SHOAL 216 #C023	SS216C2300	G01524	177114134600
SHIP SHOAL 216 #C024 ST2	SS216C2402	G01524	177114135102
SHIP SHOAL 243 #A001 (ORRI)	SS243A0100	G10780	177124051700
SHIP SHOAL 243 #A004 (ORRI)	SS243A0400	G10780	177124059402
SHIP SHOAL 243 #A006 (ORRI)	SS243A0600	G10780	177124064901
SHIP SHOAL 249 #D017	SS249D1700	G01030	177124020800
SHIP SHOAL 259 #001	SS25900100	G05044	177124028500
SHIP SHOAL 259 #JA001 ST2	SS259JA102	G05044	177124035002
SHIP SHOAL 259 #JA002	SS259JA201	G05044	177124035301
SHIP SHOAL 259 #JA003 ST2	SS259JA302	G05044	177124035402
SHIP SHOAL 259 #JA004	SS259JA400	G05044	177124035600
SHIP SHOAL 259 #JA005 ST1	SS259JA501	G05044	177124035801
SHIP SHOAL 259 #JA006	SS259JA600	G05044	177124035900
SHIP SHOAL 259 #JA007	SS259JA700	G05044	177124064200
SHIP SHOAL 259 #JA008 ST2	SS259JA802	G05044	177124064402
SHIP SHOAL 259 #JA009	SS259JA900	G05044	177124064500
SHIP SHOAL 259 #JA010 ST1	SS259JA101	G05044	177124065501
SHIP SHOAL 274 #A001	SS274A0100	G01039	177120001500
SHIP SHOAL 274 #A002	SS274A0200	G01039	177120001600
SHIP SHOAL 274 #A003	SS274A0300	G01039	177120001700
SHIP SHOAL 274 #A004	SS274A0400	G01039	177120001800
SHIP SHOAL 274 #A006	SS274A0601	G01039	177120002001
SHIP SHOAL 274 #A008	SS274A0800	G01039	177120002200
SHIP SHOAL 274 #A010	SS274A1001	G01039	177120002401
SHIP SHOAL 274 #A012	SS274A1201	G01039	177120002601
SHIP SHOAL 274 #A013	SS274A1300	G01039	177120002700
SHIP SHOAL 274 #A014	SS274A1403	G01039	177120001903
SHIP SHOAL 274 #A016	SS274A1602	G01039	177120010202
SHIP SHOAL 274 #C001	SS274C0100	G01039	177124038900
SHIP SHOAL 274 #C002	SS274C0200	G01039	177124038800
SHIP SHOAL 274 #C003	SS274C0300	G01039	177124039000
SHIP SHOAL 274 #C004	SS274C0400	G01039	177124039100
SHIP SHOAL 274 #C005 WIW	SS274C0500	G01039	177124039200
SHIP SHOAL 274 #C006 WSW	SS274C0600	G01039	177124039300
SHIP SHOAL 274 #C007	SS274C0700	G01039	177124039900
SHIP SHOAL 274 #C008	SS274C0800	G01039	177124040300
SHIP SHOAL 274 #C009	SS274C0900	G01039	177124040200
SHIP SHOAL 274 #C010 WIW	SS274C1000	G01039	177124040000
SHIP SHOAL 274 #C011	SS274C1100	G01039	177124040100
SHIP SHOAL 274 #C012	SS274C1200	G01039	177124040700
SHIP SHOAL 274 #C013	SS274C1300	G01039	177124040800
SHIP SHOAL 274 #C014	SS274C1400	G01039	177124040900
SHIP SHOAL 274 #C015	SS274C1500	G01039	177124041400
SHIP SHOAL 274 #C016	SS274C1600	G01039	177124041300
SHIP SHOAL 274 #C017	SS274C1701	G01039	177124041501

## Exhibit I-B

Asset Name	FWE Acct. Code	Lease Number	API
SHIP SHOAL 274 #C018	SS274C1800	G01039	177124041800
SHIP SHOAL 274 #C019 WSW	SS274C1900	G01039	177124042000
SHIP SHOAL 274 #C020	SS274C2000	G01039	177124041900
SHIP SHOAL 274 #C021	SS274C2100	G01039	177124042600
SHIP SHOAL 274 #C022	SS274C2201	G01039	177124056102
SHIP SHOAL 274 #C023	SS274C2300	G01039	177124059600
SHIP SHOAL 274 #C024	SS274C2400	G01039	177124060100
SHIP SHOAL 276 #A6	-	G10785	177124042500
SHIP SHOAL 276 #A7	-	G10785	177124043000
SHIP SHOAL 314 #A002	SS314A0200	G26074	177124047202
SHIP SHOAL 314 #A004 (ORRI)	SS314A0400	G26074	177124047502
SHIP SHOAL 354 #A001 ST2	SS354A0102	G15312	177124055202
SHIP SHOAL 354 #A002 ST2	SS354A0202	G15312	177124056002
SHIP SHOAL 354 #A003 ST1	SS354A0301	G15312	177124057901
SHIP SHOAL 354 #A004 ST1	SS354A0401	G15312	177124057701
SHIP SHOAL 354 #A005	SS354A0500	G15312	177124065600
SHIP SHOAL 354 #A006	SS354A0600	G15312	177124066000
SHIP SHOAL 354 #A007 ST1	SS354A0701	G15312	177124066101
SHIP SHOAL 354 #A008	SS354A0800	G15312	177124066200
SHIP SHOAL 206 #E001 (SS207E1	SS207E0100	G01523	177114115500
SOUTH MARSH IS 010 #004	SM01000400	G01181	177074089700
SOUTH MARSH IS 010 #A002	SM010A0200	G01181	177070050200
SOUTH MARSH IS 010 #A003	SM010A0300	G01181	177074043200
SOUTH MARSH IS 010 #A004	SM010A0400	G01181	177070050600
SOUTH MARSH IS 010 #A007	SM010A0700	G01181	177070051300
SOUTH MARSH IS 010 #A008	SM010A0800	G01181	177070052100
SOUTH MARSH IS 010 #A009E	SM010A09E0	G01181	177072000000
SOUTH MARSH IS 010 #A011	SM010A1100	G01181	177072000500
SOUTH MARSH IS 010 #A012	SM010A1200	G01181	177072001100
SOUTH MARSH IS 010 #A013 ST1	SM010A1301	G01181	177072000401
SOUTH MARSH IS 010 #A017	SM010A1700	G01181	177074032300
SOUTH MARSH IS 010 #A019	SM010A1901	G01181	177074046301
SOUTH MARSH IS 010 #A021	SM010A2100	G01181	177074075200
SOUTH MARSH IS 011 #034	SM01103400	G01182	177072004300
SOUTH MARSH IS 011 #058 BP2	SM01105802	G01182	177074090702
SOUTH MARSH IS 018 #A001 ST1	SM018A0101	G08680	177074057701
SOUTH MARSH IS 018 #A002	SM018A0200	G08680	177074064900
SOUTH MARSH IS 018 #A003	SM018A0300	G08680	177074070300
SOUTH MARSH IS 048 #E002	SM048E0201	00786	177072002801
SOUTH MARSH IS 048 #E003 ST1BP	SM048E0302	00786	177072003302
SOUTH MARSH IS 048 #E004	SM048E0401	00786	177072004001
SOUTH MARSH IS 048 #E005	SM048E005	00786	177072004800
SOUTH MARSH IS 048 #E007	SM048E07	00786	177074092300
SOUTH MARSH IS 066 #C001	SM066C0100	G01198	177070041200
SOUTH MARSH IS 066 #C002	SM066C0200	G01198	177070049000
SOUTH MARSH IS 066 #C003	SM066C0300	G01198	177074005800

## Exhibit I-B

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH MARSH IS 066 #C004	SM066C0400	G01198	177070050000
SOUTH MARSH IS 066 #C005	SM066C0500	G01198	177070050700
SOUTH MARSH IS 066 #C006	SM066C0600	G01198	177072018700
SOUTH MARSH IS 066 #C007	SM066C0700	G01198	177070052800
SOUTH MARSH IS 066 #C009B	SM066C09B0	G01198	177072001200
SOUTH MARSH IS 066 #C010 ST2	SM066C1002	G01198	177072002502
SOUTH MARSH IS 066 #C011	SM066C1100	G01198	177074072900
SOUTH MARSH IS 066 #C012	SM066C1200	G01198	177074073500
SOUTH MARSH IS 066 #D001	SM066D0100	G01198	177074025400
SOUTH MARSH IS 066 #D003	SM066D0300	G01198	177074029000
SOUTH MARSH IS 066 #D004	SM066D0400	G01198	177074032000
SOUTH MARSH IS 066 #D005	SM066D0500	G01198	177074032600
SOUTH MARSH IS 066 #D006 ST	SM066D0601	G01198	177074031201
SOUTH MARSH IS 066 #D007 ST1BP	SM066D0701	G01198	177074027401
SOUTH MARSH IS 076 #F001 BP2	SM076F0102	G01208	177084095402
SOUTH MARSH IS 076 #F002	SM076F0200	G01208	177084095500
SOUTH MARSH IS 105 #A001	SM105A0100	G17938	177084089700
SOUTH MARSH IS 105 #A002 ST1	SM105A0201	G17938	177084089901
SOUTH MARSH IS 106 #A001N	SM106A01N0	G03776	177084038200
SOUTH MARSH IS 106 #A002 ST	SM106A02N1	G03776	177084038701
SOUTH MARSH IS 106 #A003N	SM106A03N0	G03776	177084039100
SOUTH MARSH IS 106 #A004	SM106A04N0	G03776	177084040600
SOUTH MARSH IS 106 #A005 ST2	SM106A05N2	G03776	177084047202
SOUTH MARSH IS 106 #A006 ST1	SM106A06N1	G03776	177084048401
SOUTH MARSH IS 106 #A007	SM106A07N0	G03776	177084048600
SOUTH MARSH IS 106 #A008	SM106A08N0	G03776	177084049100
SOUTH MARSH IS 106 #A009 ST1	SM106A09N1	G03776	177084049801
SOUTH MARSH IS 106 #A010	SM106A10N0	G03776	177084051300
SOUTH MARSH IS 106 #A011 ST2	SM106A11N2	G03776	177084052302
SOUTH MARSH IS 106 #A013	SM106A13N0	G03776	177084081200
SOUTH MARSH IS 106 #A014	SM106A14N0	G03776	177084082000
SOUTH MARSH IS 106 #A015	SM106A15N0	G03776	177084082600
SOUTH MARSH IS 106 #A016	SM106A16N0	G03776	177084082700
SOUTH MARSH IS 106 #A017	SM106A17N0	G03776	177084082800
SOUTH MARSH IS 106 #A020	SM106A20S0	G02279	177084082200
SOUTH MARSH IS 106#A012ST2	SM106A12S2	G02279	177084053602
SOUTH MARSH IS 108 #A018	SM108A1800	00792	177084094500
SOUTH MARSH IS 127 #B011	SM127B1100	G02883	177084015800
SOUTH MARSH IS 127 #B017	SM127B17S1	G02883	177084025801
SOUTH MARSH IS 127 #B022 ST1	SM127B2201	G02883	177084078501
SOUTH MARSH IS 128 #A002	SM128A0200	G02587	177084014300
SOUTH MARSH IS 128 #A003	SM128A0300	G02587	177084013400
SOUTH MARSH IS 128 #A004C ST1	SM128A04C1	G02587	177084014601
SOUTH MARSH IS 128 #A005	SM128A0500	G02587	177084015000
SOUTH MARSH IS 128 #A006 ST1	SM128A0601	G02587	177084016101
SOUTH MARSH IS 128 #A007	SM128A0700	G02587	177084015500

## Exhibit I-B

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH MARSH IS 128 #A009	SM128A0900	G02587	177084019100
SOUTH MARSH IS 128 #A010	SM128A1002	G02587	177084019302
SOUTH MARSH IS 128 #A011 ST3	SM128A1103	G02587	177084017103
SOUTH MARSH IS 128 #A012	SM128A1200	G02587	177084023600
SOUTH MARSH IS 128 #A013 ST2	SM128A1302	G02587	177084024002
SOUTH MARSH IS 128 #A014	SM128A1400	G02587	177084026100
SOUTH MARSH IS 128 #A015 ST2	SM128A1502	G02587	177084012902
SOUTH MARSH IS 128 #A016 ST1	SM128A1601	G02587	177084033301
SOUTH MARSH IS 128 #A017 ST1	SM128A1702	G02587	177084028202
SOUTH MARSH IS 128 #A018	SM128A1800	G02587	177084030300
SOUTH MARSH IS 128 #A019	SM128A1900	G02587	177084035100
SOUTH MARSH IS 128 #A021	SM128A2100	G02587	177084035200
SOUTH MARSH IS 128 #A022 ST2	SM128A2202	G02587	177084034402
SOUTH MARSH IS 128 #A023 ST1	SM128A2301	G02587	177084037601
SOUTH MARSH IS 128 #A024	SM128A2400	G02587	177084039700
SOUTH MARSH IS 128 #A025	SM128A2500	G02587	177084040000
SOUTH MARSH IS 128 #A026	SM128A2600	G02587	177084039900
SOUTH MARSH IS 128 #B001A	SM128B01D0	G02587	177084011000
SOUTH MARSH IS 128 #B002 ST1	SM128B0201	G02587	177084014401
SOUTH MARSH IS 128 #B003 ST1	SM128B0301	G02587	177084011601
SOUTH MARSH IS 128 #B005D	SM128B05D0	G02587	177084012700
SOUTH MARSH IS 128 #B006 ST2	SM128B0602	G02587	177084012202
SOUTH MARSH IS 128 #B007 ST2	SM128B0702	G02587	177084014502
SOUTH MARSH IS 128 #B008A	SM128B08A0	G02587	177084014700
SOUTH MARSH IS 128 #B009	SM128B0900	G02587	177084014900
SOUTH MARSH IS 128 #B010	SM128B1000	G02587	177084015600
SOUTH MARSH IS 128 #B012 ST1	SM128B1201	G02587	177084016401
SOUTH MARSH IS 128 #B013	SM128B1300	G02587	177084023500
SOUTH MARSH IS 128 #B015	SM128B1500	G02587	177084024700
SOUTH MARSH IS 128 #B016	SM128B1600	G02587	177084025300
SOUTH MARSH IS 128 #B018	SM128B1800	G02587	177084029200
SOUTH MARSH IS 128 #B019	SM128B1900	G02587	177084030600
SOUTH MARSH IS 128 #B020	SM128B2000	G02587	177084063300
SOUTH MARSH IS 128 #B021	SM128B2100	G02587	177084078200
SOUTH MARSH IS 128 #B024	SM128B2400	G02587	177084088600
SOUTH MARSH IS 128 #C001	SM128C0100	G02587	177084028600
SOUTH MARSH IS 128 #C002	SM128C0200	G02587	177084027300
SOUTH MARSH IS 128 #C003	SM128C0300	G02587	177084029600
SOUTH MARSH IS 128 #C004A	SM128C04A0	G02587	177084030000
SOUTH MARSH IS 128 #C005A	SM128C05A0	G02587	177084030700
SOUTH MARSH IS 128 #C006A	SM128C06A0	G02587	177084031300
SOUTH MARSH IS 128 #C007	SM128C0700	G02587	177084031700
SOUTH MARSH IS 128 #C008	SM128C0800	G02587	177084032000
SOUTH MARSH IS 128 #C009	SM128C0900	G02587	177084034900
SOUTH MARSH IS 128 #C010D	SM128C10D0	G02587	177084035000
SOUTH MARSH IS 128 #C011	SM128C1100	G02587	177084036400

## Exhibit I-B

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH MARSH IS 128 #C012A	SM128C12A0	G02587	177084037300
SOUTH MARSH IS 128 #C013	SM128C1300	G02587	177084037700
SOUTH MARSH IS 128 #C014	SM128C1400	G02587	177084038900
SOUTH MARSH IS 128 #C015A	SM128C15A0	G02587	177084039300
SOUTH MARSH IS 128 #C016	SM128C1600	G02587	177084062000
SOUTH MARSH IS 128 #C017A	SM128C17A0	G02587	177084062600
SOUTH MARSH IS 128 #C018D	SM128C18D0	G02587	177084062900
SOUTH MARSH IS 128 #C019	SM128C1900	G02587	177084088000
SOUTH MARSH IS 128 #C020	SM128C2000	G02587	177084088100
SOUTH MARSH IS 128 #C021	SM128C2101	G02587	177084088201
SOUTH MARSH IS 132 #B002	SM132B0200	G02282	177084031800
SOUTH MARSH IS 132 #B003 ST1	SM132B0301	G02282	177084031601
SOUTH MARSH IS 132 #B004	SM132B0400	G02282	177084033000
SOUTH MARSH IS 132 #B005	SM132B0500	G02282	177084033500
SOUTH MARSH IS 132 #B006	SM132B0600	G02282	177084033900
SOUTH MARSH IS 132 #B007	SM132B0700	G02282	177084034100
SOUTH MARSH IS 132 #B008	SM132B0800	G02282	177084035500
SOUTH MARSH IS 132 #B009	SM132B0900	G02282	177084036200
SOUTH MARSH IS 132 #B010	SM132B1000	G02282	177084036500
SOUTH MARSH IS 132 #B011	SM132B1100	G02282	177084037800
SOUTH MARSH IS 135 #C003 BP1	SM135C0301	G19776	177084089401
SOUTH MARSH IS 136 #A004	SM136A0400	G02588	177084021900
SOUTH MARSH IS 136 #A008	SM136A08	G02588	177084032401
SOUTH MARSH IS 136 #A010	SM136A1000	G02588	177084035700
SOUTH MARSH IS 136 #A015	SM136A1500	G02588	177084071200
SOUTH MARSH IS 136 #C007	SM136C0700	G02588	177084091900
SOUTH MARSH IS 137 #A001	SM137A0100	G02589	177084007700
SOUTH MARSH IS 137 #A003	SM137A0300	G02589	177084020400
SOUTH MARSH IS 137 #A005	SM137A0500	G02589	177084024100
SOUTH MARSH IS 137 #A009	SM137A0900	G02589	177084034600
SOUTH MARSH IS 137 #A011 ST1	SM137A1101	G02589	177084030201
SOUTH MARSH IS 137 #A012	SM137A1200	G02589	177084040400
SOUTH MARSH IS 137 #A013	SM137A1300	G02589	177084042900
SOUTH MARSH IS 137 #A014	SM137A1400	G02589	177084045000
SOUTH MARSH IS 137 #A018	SM137A1800	G02589	177084072800
SOUTH MARSH IS 141 #B014C	SM141B14C1	G02885	177084025701
SOUTH MARSH IS 141 #B023A	SM141B23A0	G02885	177084079100
SOUTH MARSH IS 149 #C001 ST1	SM149C0101	G02592	177084088901
SOUTH MARSH IS 149 #C002	SM149C0200	G02592	177084089100
SOUTH MARSH IS 149 #C004	SM149C0400	G02592	177084090300
SOUTH MARSH IS 149 #C005	SM149C0500	G02592	177084090400
SOUTH MARSH IS 149 #D001	SM149D0101	G02592	177084094401
SOUTH MARSH IS 150 #C006 BP2	SM150C0600	G16325	177084091802
SOUTH MARSH IS 150 #D002	SM150D0200	G16325	177084095700
SOUTH MARSH IS 150 #D003	SM150D0301	G16325	177084096401
SOUTH MARSH IS 161 #A014 ORRI	SM161A1400	G04809	177084061401



## Exhibit I-B

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH MARSH IS 161 #A015 ORRI	SM161A1500	G04809	177084090501
SOUTH MARSH IS 236 #139 (ORRI)	SM23613900	00310	177074053802
SOUTH MARSH IS 236 #144 ORRI	SM23614400	00310	177074058600
SOUTH MARSH IS 236 #160 (ORRI)	SM23616000	00310	177074058700
SOUTH MARSH IS 236 #A001 ORRI	SM236A0100	00310	177074037700
SOUTH MARSH IS 236 #A003 ORRI	SM236A0300	00310	177074040800
SOUTH MARSH IS 236 #A005 ORRI	SM236A0500	00310	177074041100
SOUTH MARSH IS 236 #A009 ORRI	SM236A0900	00310	177074044000
SOUTH MARSH IS 240 #0200	SM24020000	00310	177074078800
SOUTH MARSH IS 240 #153	SM240153	00310	177074061100
SOUTH MARSH IS 240 #156	SM24015600	00310	177074061800
SOUTH MARSH IS 240 #191	SM24019101	00310	177074073600
SOUTH MARSH IS 240 #196	SM24019600	00310	177074075800
SOUTH MARSH IS 240 #E001	SM240E0100	00310	177074060900
SOUTH MARSH IS 240 #E002	SM240E0200	00310	177074065600
SOUTH MARSH IS 241 #302	SM241302	00310	177074042001
SOUTH MARSH IS 268 #A002C	SM268A02C0	G02310	177074007600
SOUTH MARSH IS 268 #A007A	SM268A07A0	G02310	177074013600
SOUTH MARSH IS 268 #A017B	SM268A17B0	G02310	177074016800
SOUTH MARSH IS 268 #D001	SM268D0100	G02310	177074020600
SOUTH MARSH IS 268 #D003D	SM268D03D0	G02310	177074021600
SOUTH MARSH IS 268 #D004	SM268D0400	G02310	177074022500
SOUTH MARSH IS 268 #D006	SM268D0600	G02310	177074024700
SOUTH MARSH IS 268 #D007	SM268D0700	G02310	177074025700
SOUTH MARSH IS 268 #D012	SM268D1200	G02310	177074028700
SOUTH MARSH IS 268 #D016D	SM268D16D1	G02310	177074029901
SOUTH MARSH IS 269 #A021B	SM269A21B0	G02311	177074018100
SOUTH MARSH IS 269 #B002	SM269B0200	G02311	177074008100
SOUTH MARSH IS 269 #B017 ST1	SM269B1701	G02311	177074075701
SOUTH MARSH IS 269 #B019 BP1	SM269B1901	G02311	177074088501
SOUTH MARSH IS 269 #F001 ST1	SM269F0101	G02311	177074080401
SOUTH MARSH IS 280 #G001	SM280G0100	G14456	177074071400
SOUTH MARSH IS 280 #G002	SM280G0200	G14456	177074080700
SOUTH MARSH IS 280 #H001 ST1	SM280H0102	G14456	177074081802
SOUTH MARSH IS 280 #H002 STB	SM280H0203	G14456	177074082303
SOUTH MARSH IS 281 #C001	SM281C0100	G02600	177074012500
SOUTH MARSH IS 281 #C003A	SM281C03A0	G02600	177074013900
SOUTH MARSH IS 281 #C005A	SM281C05A0	G02600	177074015300
SOUTH MARSH IS 281 #C006	SM281C0600	G02600	177074015800
SOUTH MARSH IS 281 #C008 ST1	SM281C0801	G02600	177074017701
SOUTH MARSH IS 281 #C010 ST	SM281C1001	G02600	177074020701
SOUTH MARSH IS 281 #C011 ST1	SM281C1101	G02600	177074022401
SOUTH MARSH IS 281 #C012A	SM281C12A0	G02600	177074024100
SOUTH MARSH IS 281 #C014 ST	SM281C1401	G02600	177074026901
SOUTH MARSH IS 281 #C015	SM281C1500	G02600	177074028300
SOUTH MARSH IS 281 #C016C	SM281C16C0	G02600	177074029600



## Exhibit I-B

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH MARSH IS 281 #C017	SM281C1700	G02600	177074030500
SOUTH MARSH IS 281 #C019B	SM281C19B0	G02600	177074034400
SOUTH MARSH IS 281 #C020 ST1	SM281C2001	G02600	177074034901
SOUTH MARSH IS 281 #C021B	SM281C21B0	G02600	177074035500
SOUTH MARSH IS 281 #C023 ST2	SM281C2302	G02600	177074036802
SOUTH MARSH IS 281 #C024	SM281C2400	G02600	177074037300
SOUTH MARSH IS 281 #C025	SM281C2500	G02600	177074083500
SOUTH MARSH IS 281 #C026	SM281C2600	G02600	177074083700
SOUTH MARSH IS 281 #C027	SM281C2700	G02600	177074085200
SOUTH MARSH IS 281 #C028 BP2	SM281C2802	G02600	177074089402
SOUTH MARSH IS 281 #D002	SM281D0200	G02600	177074021100
SOUTH MARSH IS 281 #D009	SM281D0900	G02600	177074027100
SOUTH MARSH IS 281 #D010A	SM281D10A0	G02600	177074027500
SOUTH MARSH IS 281 #D011	SM281D1100	G02600	177074028000
SOUTH MARSH IS 281 #D013	SM281D1300	G02600	177074029100
SOUTH MARSH IS 281 #D014A	SM281D14A0	G02600	177074029700
SOUTH MARSH IS 281 #D05A	SM281D05A0	G02600	177074023200
SOUTH MARSH IS 281 #D08A	SM281D08A0	G02600	177074026600
SOUTH MARSH IS 281 #E001D	SM281E01D0	G02600	177074018500
SOUTH MARSH IS 281 #E002A	SM281E02A0	G02600	177074024600
SOUTH MARSH IS 281 #E003	SM281E0300	G02600	177074027800
SOUTH MARSH IS 281 #E004	SM281E0400	G02600	177074028500
SOUTH MARSH IS 281 #E005A	SM281E05A0	G02600	177074029300
SOUTH MARSH IS 281 #E006	SM281E0601	G02600	177074030101
SOUTH MARSH IS 281 #E007	SM281E0700	G02600	177074031600
SOUTH MARSH IS 281 #E008A	SM281E08A1	G02600	177074033101
SOUTH MARSH IS 281 #E009A	SM281E09A0	G02600	177074033800
SOUTH MARSH IS 281 #E010A	SM281E10A0	G02600	177074034800
SOUTH MARSH IS 281 #E011 ST	SM281E1101	G02600	177074035601
SOUTH MARSH IS 281 #E012	SM281E1200	G02600	177074036000
SOUTH MARSH IS 281 #E013	SM281E1300	G02600	177074036600
SOUTH MARSH IS 281 #E014	SM281E1400	G02600	177074038600
SOUTH MARSH IS 281 #I001	SM281I0101	G02600	177074082601
SOUTH MARSH IS 281 #I002 ST1	SM281I0201	G02600	177074082701
SOUTH MARSH IS 281 #I003	SM281I0300	G02600	177074082800
SOUTH MARSH IS 48 # E 6	SM048E06	00786	177074066702
SOUTH PASS 061 #D004 ST2	SP061D0402	G01609	177234006302
SOUTH PASS 061 #D023	SP061D2300	G01609	177234008200
SOUTH PASS 061 #D024 ST1	SP061D2401	G01609	177234007701
SOUTH PASS 061 #D025	SP061D2500	G01609	177234008300
SOUTH PASS 061 #D026	SP061D2600	G01609	177234008400
SOUTH PASS 061 #D033 ST2	SP061D3302	G01609	177234008702
SOUTH PASS 061 #D034 ST1	SP061D3401	G01609	177234009001
SOUTH PASS 061 #D035 ST2	SP061D3502	G01609	177234009102
SOUTH PASS 061 #D036 ST1	SP061D3601	G01609	177234009201
SOUTH PASS 061 #D038	SP061D38	G01609	177234009702

## Exhibit I-B

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH PASS 061 #D039 ST1	SP061D3901	G01609	177234009801
SOUTH PASS 061 #D040 ST2	SP061D4002	G01609	177234009502
SOUTH PASS 061 #D043 ST2	SP061D4302	G01609	177234009602
SOUTH PASS 062 #C001	SP062C0101	G01294	177230007901
SOUTH PASS 062 #C004	SP062C0401	G01294	177232000101
SOUTH PASS 062 #C005	SP062C0500	G01294	177230008600
SOUTH PASS 062 #C006	SP062C0601	G01294	177232000301
SOUTH PASS 062 #C007 ST3	SP062C0703	G01294	177234000803
SOUTH PASS 062 #C009	SP062C0900	G01294	177232000800
SOUTH PASS 062 #C011 ST1	SP062C1101	G01294	177232001501
SOUTH PASS 062 #C013B	SP062C13B0	G01294	177232002100
SOUTH PASS 062 #C016	SP062C1600	G01294	177232003000
SOUTH PASS 062 #C017	SP062C1702	G01294	177232003102
SOUTH PASS 062 #C018	SP062C1800	G01294	177232003200
SOUTH PASS 062 #C021	SP062C2105	G01294	177230008005
SOUTH PASS 062 #D001	SP062D0100	G01294	177234012300
SOUTH PASS 062 #D002	SP062D0200	G01294	177234011900
SOUTH PASS 062 #D003	SP062D0300	G01294	177234012000
SOUTH PASS 062 #D004	SP062D0401	G01294	177234012901
SOUTH PASS 062 #D005	SP062D0500	G01294	177234012100
SOUTH PASS 062 #D007	SP062D0700	G01294	177234012200
SOUTH PASS 062 #D008	SP062D0800	G01294	177234012500
SOUTH PASS 062 #D009	SP062D0900	G01294	177234013000
SOUTH PASS 062 #D010 ST1	SP062D1001	G01294	177234012801
SOUTH PASS 062 #D012	SP062D1200	G01294	177234013200
SOUTH PASS 062 #D014	SP062D1400	G01294	177234014100
SOUTH PASS 062 #D019	SP062D1900	G01294	177234012400
SOUTH PASS 062 #D020 ST1	SP062D2001	G01294	177234014001
SOUTH PASS 062 #D021	SP062D2100	G01294	177234013700
SOUTH PASS 062 #D022	SP062D2201	G01294	177234013801
SOUTH PASS 062 #D023	SP062D2300	G01294	177234014300
SOUTH PASS 062 #D027	SP062D2700	G01294	177234014500
SOUTH PASS 062 #D028	SP062D2800	G01294	177234014601
SOUTH PASS 062 #D029	SP062D2900	G01294	177234014900
SOUTH PASS 062 #D030	SP062D3000	G01294	177234014700
SOUTH PASS 062 #D031	SP062D3100	G01294	177234014800
SOUTH PASS 062 #D032	SP062D3201	G01294	177234015001
SOUTH PASS 062 #D033	SP062D3300	G01294	177234016300
SOUTH PASS 062 #D034A	SP062D34A0	G01294	177234016600
SOUTH PASS 062 #D035	SP062D3500	G01294	177234016900
SOUTH PASS 062 #D036	SP062D3600	G01294	177234016400
SOUTH PASS 064 #A003A	SP064A0300	G01901	177232001700
SOUTH PASS 064 #A013 ST1	SP064A1300	G01901	177232004800
SOUTH PASS 064 #B014 ST	SP064B1401	G01901	177254002601
SOUTH PASS 064 #B021	SP064B2100	G01901	177254003300
SOUTH PASS 064 #B023	SP064B2300	G01901	177254003600

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Asset Name	FWE Acct. Code	Lease Number	API
SOUTH PASS 064 #B034	SP064B3400	G01901	177254005100
SOUTH PASS 064 #C001	SP064C0100	G01901	177254039900
SOUTH PASS 065 #A001	SP065A0101	G01610	177232001001
SOUTH PASS 065 #A009	SP065A0900	G01610	177232004400
SOUTH PASS 065 #A012	SP065A1200	G01610	177232004700
SOUTH PASS 065 #A016A	SP065A1600	G01610	177232005100
SOUTH PASS 065 #A018	SP065A1800	G01610	177232005600
SOUTH PASS 065 #A024	SP065A2400	G01610	177232006700
SOUTH PASS 065 #A027	SP065A2700	G01610	177232007100
SOUTH PASS 065 #A028	SP065A2800	G01610	177232007200
SOUTH PASS 065 #A029	SP065A2900	G01610	177232007400
SOUTH PASS 065 #A030 ST	SP065A3001	G01610	177232007501
SOUTH PASS 065 #A034	SP065A3400	G01610	177232007900
SOUTH PASS 065 #A036 ST	SP065A3602	G01610	177232007802
SOUTH PASS 065 #B011	SP065B1100	G01610	177254001900
SOUTH PASS 065 #B019	SP065B1900	G01610	177254003000
SOUTH PASS 065 #B033 ST2	SP065B3302	G01610	177254005002
SOUTH PASS 065 #C003	SP065C0300	G01610	177254040900
SOUTH PASS 065 #C010	SP065C1000	G01610	177254042800
SOUTH PASS 065 #C022	SP065C2200	G01610	177254045800
SOUTH PASS 065 #C023	SP065C2300	G01610	177254046700
SOUTH PASS 070 #C001	SP070C0100	G01614	177234001200
SOUTH PASS 070 #C002	SP070C0200	G01614	177234001400
SOUTH PASS 070 #C003	SP070C0300	G01614	177234001500
SOUTH PASS 070 #C004	SP070C0400	G01614	177234001600
SOUTH PASS 070 #C006	SP070C0600	G01614	177234001800
SOUTH PASS 070 #C009	SP070C0900	G01614	177234002000
SOUTH PASS 070 #C010	SP070C1000	G01614	177234002200
SOUTH PASS 070 #C011	SP070C1100	G01614	177234002300
SOUTH PASS 070 #C014	SP070C1400	G01614	177234002500
SOUTH PASS 070 #C015	SP070C1500	G01614	177234002600
SOUTH PASS 070 #C017	SP070C1700	G01614	177234002800
SOUTH PASS 070 #C018	SP070C1800	G01614	177234002900
SOUTH PASS 070 #C019	SP070C1900	G01614	177234003000
SOUTH PASS 070 #C021	SP070C2100	G01614	177234003200
SOUTH PASS 070 #C022	SP070C2200	G01614	177234003300
SOUTH PASS 070 #C024	SP070C2400	G01614	177234003500
SOUTH PASS 070 #C025	SP070C2500	G01614	177234003700
SOUTH PASS 070 #C026	SP070C2600	G01614	177234003800
SOUTH PASS 070 #C028	SP070C2800	G01614	177234004000
SOUTH PASS 070 #C029 ST2	SP070C2902	G01614	177234004402
SOUTH PASS 070 #C031	SP070C3100	G01614	177234004500
SOUTH PASS 070 #C032	SP070C3200	G01614	177234004600
SOUTH PASS 070 #C034	SP070C3400	G01614	177234004700
SOUTH PASS 070 #C038	SP070C3800	G01614	177234005100
SOUTH PASS 070 #C039 ST1	SP070C3901	G01614	177234004901

## Exhibit I-B

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH PASS 070 #C041	SP070C4100	G01614	177234005400
SOUTH PASS 070 #C042	SP070C4200	G01614	177234005500
SOUTH PASS 070 #C045	SP070C4500	G01614	177234005700
SOUTH PASS 070 #C046 ST3	SP070C4603	G01614	177234005003
SOUTH PASS 070 #C047	SP070C4700	G01614	177234005800
SOUTH PASS 070 #C048	SP070C4800	G01614	177234005900
SOUTH PASS 070 #D001	SP070D0100	G01614	177234006000
SOUTH PASS 070 #D002	SP070D0200	G01614	177234006100
SOUTH PASS 070 #D003	SP070D0300	G01614	177234006200
SOUTH PASS 070 #D005	SP070D0500	G01614	177234006400
SOUTH PASS 070 #D006 ST1	SP070D0600	G01614	177234006501
SOUTH PASS 070 #D007	SP070D0700	G01614	177234006600
SOUTH PASS 070 #D008	SP070D0800	G01614	177234006700
SOUTH PASS 070 #D012	SP070D1200	G01614	177234007100
SOUTH PASS 070 #D013	SP070D1300	G01614	177234007200
SOUTH PASS 070 #D014	SP070D1400	G01614	177234007300
SOUTH PASS 070 #D015 ST1	SP070D1501	G01614	177234007401
SOUTH PASS 070 #D016	SP070D1600	G01614	177234007500
SOUTH PASS 070 #D018	SP070D1800	G01614	177234007600
SOUTH PASS 070 #D020	SP070D2000	G01614	177234007800
SOUTH PASS 070 #D021	SP070D2100	G01614	177234007900
SOUTH PASS 070 #D027	SP070D2700	G01614	177234008500
SOUTH PASS 070 #D028	SP070D2800	G01614	177234008600
SOUTH PASS 070 #D030	SP070D3000	G01614	177234008800
SOUTH PASS 070 #D037	SP070D3700	G01614	177234009300
SOUTH PASS 070 #D042 ST1	SP070D4201	G01614	177234009901
SOUTH PASS 070 #D044 ST1	SP070D4401	G01614	177234016201
SOUTH PASS 087 #006	SP08700602	G07799	177224023102
SOUTH PASS 087 #D002 ST	SP087D0201	G07799	177224021001
SOUTH PASS 087 #D003	SP087D0202	G07799	177224021202
SOUTH PASS 087 #D008	SP087D0800	G07799	177224020803
SOUTH PASS 087 #D009	SP087D0900	G07799	177224022600
SOUTH PASS 087 #D011	SP087D1101	G07799	177224022801
SOUTH PASS 087 #D07A	SP087D0700	G07799	177224020900
SOUTH PASS 088 #D005 ST	SP088D0501	G10894	177224021901
SOUTH PASS 088 #D006	SP088D0601	G10894	177224022201
SOUTH PASS 088 #D010	SP088D1001	G10894	177224022701
SOUTH PASS 089 #013	SP08901300	G01618	177224015100
SOUTH PASS 089 #014	SP08901400	G01618	177224017500
SOUTH PASS 089 #B001A	SP089B01A0	G01618	177224005300
SOUTH PASS 089 #B002A	SP089B02A0	G01618	177224005700
SOUTH PASS 089 #B003	SP089B0300	G01618	177224006400
SOUTH PASS 089 #B004A	SP089B04A0	G01618	177224006800
SOUTH PASS 089 #B005	SP089B0500	G01618	177224008400
SOUTH PASS 089 #B006D	SP089B06D0	G01618	177224009500
SOUTH PASS 089 #B007	SP089B0700	G01618	177224008501

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Asset Name	FWE Acct. Code	Lease Number	API
SOUTH PASS 089 #B008 ST1	SP089B0801	G01618	177224009901
SOUTH PASS 089 #B009 ST1	SP089B0901	G01618	177224008601
SOUTH PASS 089 #B010	SP089B1000	G01618	177224010900
SOUTH PASS 089 #B011 ST	SP089B1101	G01618	177224010403
SOUTH PASS 089 #B012	SP089B1200	G01618	177224011200
SOUTH PASS 089 #B013	SP089B1300	G01618	177224011704
SOUTH PASS 089 #B014	SP089B1400	G01618	177224011601
SOUTH PASS 089 #B015 ST3	SP089B1503	G01618	177224012703
SOUTH PASS 089 #B016 ST2	SP089B1602	G01618	177224014702
SOUTH PASS 089 #B017 ST	SP089B1701	G01618	177224015901
SOUTH PASS 089 #B018 ST2	SP089B1802	G01618	177224017602
SOUTH PASS 089 #B019 ST	SP089B1901	G01618	177224017901
SOUTH PASS 089 #B020 ST3	SP089B2003	G01618	177224016203
SOUTH PASS 089 #B022	SP089B2200	G01618	177224017800
SOUTH PELTO 001 #A002 ST1	PL001A0201	G04234	177134009201
SOUTH PELTO 001 #A004	PL001A0400	G04234	177134015600
SOUTH PELTO 001 #A005	PL001A0500	G04234	177134009800
SOUTH PELTO 001 #A006	PL001A0600	G04234	177134016100
SOUTH PELTO 009 #001	PL00900100	G02924	177134001300
SOUTH PELTO 009 #002	PL00900200	G02924	177134002300
SOUTH PELTO 009 #005	PL00900500	G02924	177134018700
SOUTH PELTO 009 #006	PL00900600	G02924	177134006100
SOUTH PELTO 009 #007	PL00900700	G02924	177134007800
SOUTH PELTO 009 #010	PL00901000	G02924	177134025300
SOUTH PELTO 010 #002	PL01000200	G02925	177134001000
SOUTH PELTO 010 #003	PL01000300	G02925	177134001400
SOUTH PELTO 010 #004	PL01000400	G02925	177134001600
SOUTH PELTO 010 #005	PL01000500	G02917	177114098000
SOUTH PELTO 010 #006 ST1	PL01000601	G02925	177134002101
SOUTH PELTO 010 #007	PL01000700	G02925	177134002200
SOUTH PELTO 010 #009 ST3	PL01000903	G02925	177134003303
SOUTH PELTO 010 #010	PL01001000	G02925	177134007200
SOUTH PELTO 010 #011 ST2	PL01001102	G02925	177134005102
SOUTH PELTO 010 #012 ST5	PL01001205	G02925	177134006705
SOUTH PELTO 010 #013 ST1	PL01001301	G02925	177134007402
SOUTH PELTO 010 #014	PL01001400	G02925	177134009400
SOUTH PELTO 010 #016 ST2	PL01001602	G02925	177134011802
SOUTH PELTO 010 #017 ST1	PL01001701	G02925	177134012301
SOUTH PELTO 010 #019 ST1	PL01001901	G02925	177134010601
SOUTH PELTO 010 #020	PL01002000	G02925	177134015800
SOUTH PELTO 010 #022 ST1	PL01002201	G02925	177134018201
SOUTH PELTO 010 #023 ST1	PL01002301	G02925	177134016601
SOUTH PELTO 010 #026	PL01002600	G02925	177134018000
SOUTH PELTO 010 #B025	PL010B2501	G02925	177134018301
SOUTH PELTO 011 #017	PL01101700	00071	177134003102
SOUTH PELTO 011 #019 ST1	PL01101901	00071	177134004501

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Asset Name	FWE Acct. Code	Lease Number	API
SOUTH PELTO 011 #022	PL01102200	00071	177134012000
SOUTH PELTO 011 #025	PL01102500	00071	177134018900
SOUTH PELTO 011 #031	PL01103100	00071	177134022701
SOUTH PELTO 011 #032	PL01103200	00071	177134022600
SOUTH PELTO 011 #F001	PL011F0100	00071	177130000300
SOUTH PELTO 011 #F002	PL011F0200	00071	177134000500
SOUTH PELTO 011 #F003 ST	PL011F0300	00071	177134001700
SOUTH PELTO 013 #009	PL01300900	G03171	177134019701
SOUTH PELTO 025 #005 (ORRI)	PL02500502	G14535	177134024303
SOUTH PELTO 025 #006 (ORRI)	PL02500600	G14535	177134025003
SOUTH PELTO 025 #JA001	PL025JA01	G14535	177134019800
SOUTH PELTO 025 #JB001 (ORRI)	PL025JB012	G14535	177134020302
SOUTH TIMBALIER 049 #A001 ST2	ST049A0102	G24956	177154123902
SOUTH TIMBALIER 053 #004	ST05300401	G04000	177154043101
SOUTH TIMBALIER 053 #006	ST05300601	G04000	177154083500
SOUTH TIMBALIER 053 #A001	ST053A0101	G04000	177154034402
SOUTH TIMBALIER 053 #A002	ST053A0201	G04000	177154037601
SOUTH TIMBALIER 053 #A003	ST053A0301	G04000	177154038401
SOUTH TIMBALIER 053 #A004	ST053A0400	G04000	177154038500
SOUTH TIMBALIER 053 #A006	ST053A0601	G04000	177154039201
SOUTH TIMBALIER 053 #A007	ST053A0700	G04000	177154040400
SOUTH TIMBALIER 053 #A008	ST053A0800	G04000	177154040500
SOUTH TIMBALIER 053 #A009	ST053A0900	G04000	177154041500
SOUTH TIMBALIER 053 #A010	ST053A1001	G04000	177154043501
SOUTH TIMBALIER 053 #A011	ST053A1100	G04000	177154042400
SOUTH TIMBALIER 053 #A012	ST053A1201	G04000	177154042301
SOUTH TIMBALIER 053 #A013	ST053A1300	G04000	177154044000
SOUTH TIMBALIER 053 #A014	ST053A1400	G04000	177154042900
SOUTH TIMBALIER 053 #A015	ST053A1501	G04000	177154076901
SOUTH TIMBALIER 053 #A016	ST053A1601	G04000	177154043601
SOUTH TIMBALIER 053 #A017	ST053A1701	G04000	177154061101
SOUTH TIMBALIER 053 #A018	ST053A1801	G04000	177154061201
SOUTH TIMBALIER 053 #A019	ST053A1900	G04000	177154077200
SOUTH TIMBALIER 053 #A020	ST053A2001	G04000	177154077101
SOUTH TIMBALIER 053 #A021	ST053A2100	G04000	177154111000
SOUTH TIMBALIER 053 #C001	ST053C0100	G04000	177154067200
SOUTH TIMBALIER 053 #C002	ST053C0200	G04000	177154107300
SOUTH TIMBALIER 053 #I001	ST053I0100	G04000	177154031200
SOUTH TIMBALIER 067 #006	ST06700602	00020	177154078404
SOUTH TIMBALIER 148 #A001	ST148A0100	G01960	177154009400
SOUTH TIMBALIER 148 #A002	ST148A0200	G01960	177154013200
SOUTH TIMBALIER 148 #A003	ST148A0300	G01960	177154015800
SOUTH TIMBALIER 148 #A004	ST148A04	G01960	177154039700
SOUTH TIMBALIER 148 #A005	ST148A05	G01960	177154041100
SOUTH TIMBALIER 148 #A006	ST148A0600	G01960	177154074603
SOUTH TIMBALIER 148 #A007	ST148A0700	G01960	1771540890



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Asset Name	FWE Acct. Code	Lease Number	API
SOUTH TIMBALIER 148 #A008	ST148A0801	G01960	177154090501
SOUTH TIMBALIER 148 #A009	ST148A0903	G01960	177154095103
SOUTH TIMBALIER 205 #B001 ST1	ST205B0101	G05612	177154059001
SOUTH TIMBALIER 205 #B002A ST1	ST205B02A1	G05612	177154062901
SOUTH TIMBALIER 205 #B004 ST1	ST205B0401	G05612	177154081601
SOUTH TIMBALIER 205 #B005A	ST205B05A0	G05612	177154103300
SOUTH TIMBALIER 205 #G001 ST1	ST205G0101	G05612	177154106701
SOUTH TIMBALIER 205 #G003 ST1	ST205G0301	G05612	177154115301
SOUTH TIMBALIER 206 #A001 ST1	ST206A0101	G05613	177154057801
SOUTH TIMBALIER 206 #A002 ST1	ST206A0201	G05613	177154060101
SOUTH TIMBALIER 206 #A003	ST206A0300	G05613	177154061000
SOUTH TIMBALIER 206 #A004A	ST206A04A0	G05613	177154074300
SOUTH TIMBALIER 206 #A006	ST206A0600	G05613	177154075100
SOUTH TIMBALIER 206 #A007	ST206A0700	G05613	177154075200
SOUTH TIMBALIER 206 #A008	ST206A0800	G05613	177154075300
SOUTH TIMBALIER 206 #A009	ST206A0900	G05613	177154075400
SOUTH TIMBALIER 206 #A010ST2BP	ST206A1002	G05613	177154075702
SOUTH TIMBALIER 206 #B003 ST1	ST206B0301	G05613	177154074001
SOUTH TIMBALIER 206 #B006	ST206B0600	G05613	177154103000
SOUTH TIMBALIER 276 #A010 ST1	ST276A1001	G07780	177164013301
SOUTH TIMBALIER 276 #A019	ST276A1900	G07780	177164014500
SOUTH TIMBALIER 276 #A029	ST276A2900	G07780	177164022300
SOUTH TIMBALIER 290 #A025	-	G16454	608104014901
SOUTH TIMBALIER 291 #A023	ST291A2300	G16455	608104014700
SOUTH TIMBALIER 295 #A001	ST295A0102	G05646	177164010302
SOUTH TIMBALIER 295 #A002	ST295A0200	G05646	177164005500
SOUTH TIMBALIER 295 #A003	ST295A0300	G05646	177164010400
SOUTH TIMBALIER 295 #A004	ST295A0400	G05646	177164011300
SOUTH TIMBALIER 295 #A005	ST295A0500	G05646	177164011600
SOUTH TIMBALIER 295 #A006	ST295A0600	G05646	177164011800
SOUTH TIMBALIER 295 #A007	ST295A0700	G05646	177164012000
SOUTH TIMBALIER 295 #A008	ST295A0800	G05646	177164012200
SOUTH TIMBALIER 295 #A009	ST295A0900	G05646	177164012300
SOUTH TIMBALIER 295 #A011	ST295A1100	G05646	177164012700
SOUTH TIMBALIER 295 #A012	ST295A1200	G05646	177164012400
SOUTH TIMBALIER 295 #A013 ST1	ST295A1301	G05646	177164012901
SOUTH TIMBALIER 295 #A014	ST295A1400	G05646	177164013400
SOUTH TIMBALIER 295 #A015	ST295A1500	G05646	177164013700
SOUTH TIMBALIER 295 #A016 ST1	ST295A1601	G05646	177164013901
SOUTH TIMBALIER 295 #A017	ST295A1700	G05646	177164014000
SOUTH TIMBALIER 295 #A018	ST295A1800	G05646	177164014400
SOUTH TIMBALIER 295 #A020	ST295A2000	G05646	177164014700
SOUTH TIMBALIER 295 #A021 ST2	ST295A2102	G05646	177164014902
SOUTH TIMBALIER 295 #A022 ST3	ST295A2203	G05646	177164017703
SOUTH TIMBALIER 295 #A023	ST295A2300	G05646	177164018000
SOUTH TIMBALIER 295 #A024	ST295A2400	G05646	177164018300

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH TIMBALIER 295 #A025D	ST295A25D0	G05646	177164018100
SOUTH TIMBALIER 295 #A026	ST295A2600	G05646	177164018400
SOUTH TIMBALIER 295 #A027	ST295A2700	G05646	177164018500
SOUTH TIMBALIER 295 #A030	ST295A3000	G05646	177164022600
SOUTH TIMBALIER 295 #A031	ST295A3100	G05646	177164026100
SOUTH TIMBALIER 295 #A032	ST295A3200	G05646	177164027800
SOUTH TIMBALIER 295 #B001	ST295B0100	G05646	177164028900
SOUTH TIMBALIER 295 #B002 ST1	ST295B0201	G05646	177164029301
SOUTH TIMBALIER 295 #B003	ST295B0302	G05646	177164029202
SOUTH TIMBALIER 295 #B004 ST1	ST295B0401	G05646	177164029101
SOUTH TIMBALIER 295 #B005	ST295B0500	G05646	177164030000
SOUTH TIMBALIER 295 #B006 ST3	ST295B0603	G05646	177164030403
SOUTH TIMBALIER 296 #001	ST29600100	G12981	177164020900
SOUTH TIMBALIER 296 #A028	ST296A2800	G12981	177164021700
SOUTH TIMBALIER 311 # A 1	ST311A01	G31418	177164035500
SOUTH TIMBALIER 311 # A-4	ST311A04	G31418	177164036400
SOUTH TIMBALIER 316 #A001	ST316A0100	G22762	177164028600
SOUTH TIMBALIER 316 #A002	ST316A0200	G22762	177164028800
SOUTH TIMBALIER 316 #A006	ST316A0602	G22762	177164035302
SOUTH TIMBALIER 320 #A002	ST320A02	G24990	177164036200
SOUTH TIMBALIER 320 #A003	ST320A03	G24990	177164036300
SOUTH TIMBALIER 320 #A005 ST	ST320A05	G24990	608104010401
TEAST CAMERON 278 #C010	EC278C1001	G00974	177044110001
VERMILION 261 #A001	VR261A0100	G03328	177064029000
VERMILION 261 #A002	VR261A0200	G03328	177064033000
VERMILION 261 #A004	VR261A0402	G03328	177064032902
VERMILION 261 #A005	VR261A0500	G03328	177064034600
VERMILION 261 #A007	VR261A0700	G03328	177064035400
VERMILION 261 #A008	VR261A0800	G03328	177064084900
VERMILION 262 #A006	VR262A06	G34257	177064035201
VERMILION 265 #A001 ST	VR265A0101	G01955	177064003101
VERMILION 265 #A002 ST1	VR265A0201	G01955	177064004701
VERMILION 265 #A003 ST1	VR265A0301	G01955	177064003201
VERMILION 265 #A006	VR265A0600	G01955	177064005300
VERMILION 265 #A007 ST1	VR265A0701	G01955	177064005501
VERMILION 265 #A010	VR265A1000	G01955	177064006200
VERMILION 265 #A014ST1	VR265A1401	G01955	177064029101
VERMILION 265 #A016ST1	VR265A1601	G01955	177064029301
VERMILION 265 #A017ST1	VR265A1701	G01955	177064033201
VERMILION 265 #A021	VR265A2100	G01955	177064057100
VERMILION 265 #A025	VR265A2500	G01955	177064057400
VERMILION 265 #A027ST1	VR265A2701	G01955	177064058101
VERMILION 271 #I003	VR271I0300	G04800	177064098100
VERMILION 326 #A001	VR326A0100	G21096	177064085000
VERMILION 369 #A014	VR369A1400	G02274	177064073400
VERMILION 369 #D001	VR369D01	G02274	177064087000

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Asset Name	FWE Acct. Code	Lease Number	API
VERMILION 380 #009	VR38000900	G02580	177064080100
VERMILION 380 #A001 ST1	VR380A0101	G02580	177064044301
VERMILION 380 #A003 ST1	VR380A0301	G02580	177064044901
VERMILION 380 #A005	VR380A0500	G02580	177064046300
VERMILION 380 #A006 ST2	VR380A0602	G02580	177064046402
VERMILION 380 #A008 ST1	VR380A0801	G02580	177064046901
VERMILION 380 #A010	VR380A1000	G02580	177064047600
VERMILION 380 #A011	VR380A1100	G02580	177064048000
VERMILION 380 #A012	VR380A1200	G02580	177064048700
VERMILION 380 #A015 ST4	VR380A1504	G02580	177064049004
VERMILION 380 #A016 ST2	VR380A1602	G02580	177064084702
VERMILION 380 #A020 ST1	VR380A2001	G02580	177064095601
VERMILION 381 #A017	VR381A1700	G16314	177064085500
VERMILION 381 #A018 ST2	VR381A1802	G16314	177064085702
VERMILION 381 #A021 ST1	VR381A2101	G16314	177064095801
VIOUCA KNOLL 693 #001	VK69300100	G07898	608164015700
VIOUCA KNOLL 693 #002	VK69300200	G07898	608164016000
VIOUCA KNOLL 694 #001	VK69400100	G13055	608164016600
VIOUCA KNOLL 694 #002	VK69400200	G13055	608164016700
VIOUCA KNOLL 694 #003 ST1	VK69400301	G13055	608164036701
VIOUCA KNOLL 694 #004	VK69400400	G13055	608164039700
VIOUCA KNOLL 694 #A009	VK694A0900	G13055	177244073300
VIOUCA KNOLL 824 #004	VK82400402	G15436	608164032902
WEST CAMERON 033 #001	WC03300100	G15050	177004105100
WEST CAMERON 033 #001 SL16473	SL16473010	16473	177002024400
WEST CAMERON 033 #002 SL16473	SL16473020	16473	177002024500
WEST CAMERON 033 #N001 (EC2)	WC033N0100	G15050	177004124000
WEST CAMERON 033 #N002 (EC2)	WC033N0200	G15050	177004124600
WEST CAMERON 033 #N003 (EC2)	WC033N0300	G15050	177004125400
WEST CAMERON 033 #N004 (EC2)	WC033N0400	G15050	177004125500
WEST CAMERON 033 #O001	WC033O0100	G15050	177004126500
WEST CAMERON 033 #O002	WC033O0200	G15050	177004126600
WEST CAMERON 033 #O003	WC033O0300	G15050	177004126800
WEST CAMERON 033 #O004	WC033O0400	G15050	177004126900
WEST CAMERON 035 #A014	WC035A1400	G02819	177004017000
WEST CAMERON 035 #B005	WC035B0500	G02819	177004018600
WEST CAMERON 035 #B013	WC035B1300	G02819	177004024300
WEST CAMERON 035 #C003	WC035C0300	G02819	177004037600
WEST CAMERON 035 #C004	WC035C0401	G02819	177004038701
WEST CAMERON 035 #D005	WC035D0500	G01860	177004039101
WEST CAMERON 065 #008	WC06500801	G02825	177004103701
WEST CAMERON 065 #009	WC06500900	G02825	177004105500
WEST CAMERON 065 #B018	WC065B1800	G02825	177004098900
WEST CAMERON 065 #B019	WC065B1901	G02825	177004099501
WEST CAMERON 065 #B020 ST2	WC065B2001	G02825	177004099701
WEST CAMERON 065 #E007	WC065E0700	G02825	177004129600

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Asset Name	FWE Acct. Code	Lease Number	API
WEST CAMERON 065 #JA001	WC065JA100	G02825	177004023300
WEST CAMERON 065 #JA002	WC065JA200	G02825	177004024600
WEST CAMERON 065 #JA003	WC065JA300	G02825	177004040400
WEST CAMERON 065 #JA004	WC065JA400	G02825	177004041500
WEST CAMERON 065 #JA005	WC065JA500	G02825	177004075400
WEST CAMERON 066 #A001	WC066A0100	G01860	177004011300
WEST CAMERON 066 #A002	WC066A0200	G01860	177004011800
WEST CAMERON 066 #A003	WC066A0300	G01860	177004012400
WEST CAMERON 066 #A004	WC066A0400	G01860	177004012600
WEST CAMERON 066 #A005	WC066A0500	G01860	177004012800
WEST CAMERON 066 #A006	WC066A0600	G01860	177004013200
WEST CAMERON 066 #A007 (WC35)	WC035A0700	G01860	177004013500
WEST CAMERON 066 #A008	WC066A0800	G01860	177004014100
WEST CAMERON 066 #A009	WC066A0900	G01860	177004014500
WEST CAMERON 066 #A010	WC066A1000	G01860	177004014700
WEST CAMERON 066 #A011	WC066A1100	G01860	177004014900
WEST CAMERON 066 #A012 (WC35)	WC035A1200	G01860	177004015700
WEST CAMERON 066 #A015	WC066A1500	G01860	177004096100
WEST CAMERON 066 #A016	WC066A1601	G01860	177004096601
WEST CAMERON 066 #A017	WC066A1700	G02826	177004100600
WEST CAMERON 066 #B002	WC066B0200	G02826	177004017600
WEST CAMERON 066 #B003	WC066B0300	G02826	177004017800
WEST CAMERON 066 #B004	WC066B0400	G02826	177004018300
WEST CAMERON 066 #B006	WC066B0600	G02826	177004019100
WEST CAMERON 066 #B007	WC066B0700	G02826	177004019600
WEST CAMERON 066 #B008D	WC066B08D0	G02826	177004020400
WEST CAMERON 066 #B009	WC066B0900	G02826	177004020801
WEST CAMERON 066 #B010	WC066B1000	G02826	177004021400
WEST CAMERON 066 #B012	WC066B1200	G02826	177004023000
WEST CAMERON 066 #B014	WC066B1401	G02826	177004022001
WEST CAMERON 066 #B015	WC066B1500	G02826	177004087600
WEST CAMERON 066 #B016	WC066B1601	G02826	177004097101
WEST CAMERON 066 #B017	WC066B1700	G02826	177004098700
WEST CAMERON 066 #C001	WC066C0102	G01860	177004010502
WEST CAMERON 066 #C002 ST3	WC066C0203	G01860	177004036603
WEST CAMERON 066 #C005 ST2	WC066C0502	G01860	177004098302
WEST CAMERON 066 #D007	WC066D0702	G01860	177004042902
WEST CAMERON 066 #E001	WC066E0100	G02826	177004034700
WEST CAMERON 066 #E002	WC066E0200	G02826	177004043400
WEST CAMERON 066 #E003	WC066E0300	G02826	177004047900
WEST CAMERON 066 #E004	WC066E0400	G02826	177004051500
WEST CAMERON 066 #E006	WC066E0600	G02826	177004087900
WEST CAMERON 071 #018	WC07101800	00244	177004029400
WEST CAMERON 071 #023	WC07102300	00244	177004040500
WEST CAMERON 071 #026	WC07102600	00244	177004067600
WEST CAMERON 071 #027	WC07102700	00244	177004069700

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Asset Name	FWE Acct. Code	Lease Number	API
WEST CAMERON 071 #028	WC07102800	00244	177004071000
WEST CAMERON 071 #031	WC07103100	00244	177004118900
WEST CAMERON 071 #D001	WC071D0100	00244	177002000100
WEST CAMERON 071 #D003	WC071D0300	00244	177002004800
WEST CAMERON 071 #D005	WC071D0501	00244	177002004101
WEST CAMERON 071 #D006	WC071D0600	00244	177002006900
WEST CAMERON 071 #D009	WC071D0900	00244	177002008000
WEST CAMERON 071 #F001	WC071F0100	00244	177004102400
WEST CAMERON 071 #F002	WC071F0200	00244	177004102600
WEST CAMERON 072 #001	WC07200100	G23735	177004114900
WEST CAMERON 072 #002	WC07200200	G23735	177004119400
WEST CAMERON 072 #003	WC07200301	G23735	177004125001
WEST CAMERON 102 #002	WC10200200	00247	177002009300
WEST CAMERON 102 #005	WC10200500	00247	177004006800
WEST CAMERON 102 #007	WC10200700	00247	177004008600
WEST CAMERON 102 #008	WC10200800	00247	177004009400
WEST CAMERON 102 #022	WC10202200	00247	177004064300
WEST CAMERON 102 #024	WC10202400	00247	177004062500
WEST CAMERON 102 #H001	WC102H0100	00247	177004103400
WEST CAMERON 102 #H002	WC102H0202	00247	177004104402
WEST CAMERON 110 #006	WC11000600	00081	177002002700
WEST CAMERON 110 #007	WC11000700	00081	177002003000
WEST CAMERON 110 #010 ST1	WC11001001	00081	177004025001
WEST CAMERON 110 #011	WC11001100	00081	177004083400
WEST CAMERON 110 #012 ST2	WC11001202	00081	177004086302
WEST CAMERON 110 #014 ST2	WC11001402	00081	177004090002
WEST CAMERON 110 #015 ST1	WC11001501	00081	177004106501
WEST CAMERON 110 #018 ST2	WC11001802	00081	177004127002
WEST CAMERON 110 #019 ST1	WC11001901	00081	177004127801
WEST CAMERON 110 #05A	WC1105AD64	00081	177002002200
WEST CAMERON 110 #A001	WC110A0100	00081	177000013100
WEST CAMERON 110 #A002C	WC110A02C0	00081	177000013200
WEST CAMERON 110 #A003	WC110A0300	00081	177000013300
WEST CAMERON 110 #A004	WC110A0400	00081	177000013400
WEST CAMERON 110 #A005	WC110A0500	00081	177000038900
WEST CAMERON 110 #A006	WC110A0600	00081	177002004000
WEST CAMERON 110 #C001	WC110C0100	00081	177004112500
WEST CAMERON 110 #F001	WC110F0100	00081	177004107300
WEST CAMERON 110 #F002	WC110F0200	00081	177004119300
WEST CAMERON 290 #002	WC29002	G04818	177014018400
WEST CAMERON 290 #A001	WC290A0100	G04818	177014020700
WEST CAMERON 290 #A002	WC290A0200	G04818	177014024200
WEST CAMERON 290 #A003	WC290A0300	G04818	177014029100
WEST CAMERON 295 #A001	WC295A0101	G24730	177014037501
WEST CAMERON 295 #A002	WC295A0201	G24730	177014039001
WEST CAMERON 67 #D1	WC067D0100	G03256	177004031600



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Asset Name	FWE Acct. Code	Lease Number	API
WEST CAMERON 67 #D10	-	G03256	177004098501
WEST CAMERON 67 #D6	-	G03256	177004040700
WEST CAMERON 67 #D9	WC067D0900	G03256	177004078600
WEST DELTA 053 #001	WD05300100	17935	170752037400
WEST DELTA 068 #U001	WD068U0100	00180	177190136200
WEST DELTA 068 #U004	WD068U0400	00180	177192007000
WEST DELTA 068 #U005 ST2	WD068U0502	00180	177192007502
WEST DELTA 068 #U006	WD068U0600	00180	177192008600
WEST DELTA 068 #U009	WD068U0900	00180	177192011401
WEST DELTA 068 #U011	WD068U11	00180	177192013603
WEST DELTA 068 #U013 ST2	WD068U1302	00180	177194065102
WEST DELTA 068 #U014	WD068U1400	00180	177194065300
WEST DELTA 069 #D007 ST2	WD069D0702	00181	177190063802
WEST DELTA 070 #D001D	WD070D0100	00182	177190063300
WEST DELTA 070 #D005	WD070D0500	00182	177190063600
WEST DELTA 070 #D008	WD070D0800	00182	177190063900
WEST DELTA 070 #D009	WD070D0900	00182	177190064000
WEST DELTA 070 #D010	WD070D1000	00182	177190066700
WEST DELTA 070 #D011	WD070D1100	00182	177194036800
WEST DELTA 070 #D012	WD070D1200	00182	177194037200
WEST DELTA 070 #D013	WD070D1300	00182	177194057000
WEST DELTA 070 #D014	WD070D1400	00182	177194057200
WEST DELTA 070 #E001 ST1	WD070E0101	00182	177190108201
WEST DELTA 070 #E002	WD070E0200	00182	177190067800
WEST DELTA 070 #E003	WD070E0300	00182	177190066500
WEST DELTA 070 #FF001	WD070FF100	00182	177194084200
WEST DELTA 070 #FF002	WD070FF200	00182	177194084300
WEST DELTA 070 #FF003	WD070FF300	00182	177194084400
WEST DELTA 070 #I003 ST1	WD070I0301	00182	177190091301
WEST DELTA 070 #I004	WD070I0400	00182	177190091500
WEST DELTA 070 #I005 ST1	WD070I0501	00182	177190095001
WEST DELTA 070 #I006 ST	WD070I0601	00182	177190095101
WEST DELTA 070 #I008 ST1	WD070I0801	00182	177190102101
WEST DELTA 070 #I010 ST1	WD070I1001	00182	177190105701
WEST DELTA 070 #I012 STBP2	WD070I1202	00182	177194010702
WEST DELTA 070 #I013	WD070I1300	00182	177194038400
WEST DELTA 070 #I014	WD070I1400	00182	177194061100
WEST DELTA 070 #I015	WD070I1500	00182	177194061300
WEST DELTA 070 #I016 ST	WD070I1601	00182	177194064201
WEST DELTA 070 #I017	WD070I1700	00182	177194064600
WEST DELTA 070 #L003	WD070L0300	00182	177190113800
WEST DELTA 070 #L004	WD070L0400	00182	177190115100
WEST DELTA 070 #L005	WD070L0500	00182	177190115500
WEST DELTA 070 #L006	WD070L0600	00182	177190115000
WEST DELTA 070 #L010	WD070L1000	00182	177190119500
WEST DELTA 070 #L011	WD070L1100	00182	177190121400



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Asset Name	FWE Acct. Code	Lease Number	API
WEST DELTA 071 #E006	WD071E0600	00838	177190073200
WEST DELTA 071 #E007 ST1	WD071E0701	00838	177190095601
WEST DELTA 071 #E009 ST1	WD071E0901	00838	177190091701
WEST DELTA 071 #E010	WD071E1000	00838	177190095700
WEST DELTA 071 #O001 ST2	WD071O0102	00838	177190118502
WEST DELTA 071 #O003	WD071O0300	00838	177190121500
WEST DELTA 071 #O004 ST1	WD071O0401	00838	177190124301
WEST DELTA 071 #O005	WD071O0501	00838	177190125001
WEST DELTA 071 #O006	WD071O0601	00838	177190127101
WEST DELTA 071 #O007	WD071O0702	00838	177190129602
WEST DELTA 071 #O009	WD071O0900	00838	177190133600
WEST DELTA 071 #O010	WD071O1000	00838	177194002500
WEST DELTA 071 #O013	WD071O1303	00838	177192001102
WEST DELTA 075 #A004B	WD075A04B0	G01085	177190074300
WEST DELTA 075 #A010D	WD075A10D0	G01085	177190082700
WEST DELTA 075 #A015	WD075A1500	G01085	177194030300
WEST DELTA 075 #B002	WD075B0201	G01085	177190131301
WEST DELTA 075 #B009	WD075B0900	G01085	177190136800
WEST DELTA 075 #B017 ST	WD075B1701	G01085	177194019501
WEST DELTA 075 #B024	WD075B2400	G01085	177194045700
WEST DELTA 075 #B026 ST	WD075B2601	G01085	177194046601
WEST DELTA 075 #F002 ST2	WD075F0200	G01085	177194042800
WEST DELTA 075 #G002	WD075G0200	G01085	177194056600
WEST DELTA 090 #A001	WD090A0100	G01089	177190061600
WEST DELTA 090 #A005	WD090A0500	G01089	177190128700
WEST DELTA 090 #A009D	WD090A09D0	G01089	177190077300
WEST DELTA 090 #B004 ST1	WD090B0401	G01089	177190132101
WEST DELTA 090 #B011 ST	WD090B1101	G01089	177192000801
WEST DELTA 090 #B018	WD090B1800	G01089	177194040400
WEST DELTA 090 #B020	WD090B2001	G01089	177190135901
WEST DELTA 090 #B021	WD090B2100	G01089	177194041500
WEST DELTA 090 #B027	WD090B2700	G01089	177194046700
WEST DELTA 090 #F004	WD090F0400	G01089	177194057700
WEST DELTA 090 #F005 ST2	WD090F0502	G01089	177194057902
WEST DELTA 090 #F006	WD090F0600	G01089	177194058601
WEST DELTA 094 #V001	WD094V0100	00839	177192005700
WEST DELTA 094 #V002	WD094V0200	00839	177192011600
WEST DELTA 094 #V003	WD094V0300	00839	177192014900
WEST DELTA 094 #V004	WD094V0400	00839	177192015500
WEST DELTA 094 #V014	WD094V1400	00839	177194039000
WEST DELTA 094 #V015	WD094V1500	00839	177194064000
WEST DELTA 094 #V016	WD094V1602	00839	177194063902
WEST DELTA 095 #S005 ST1BP1	WD095S0502	G01497	177190126202
WEST DELTA 095 #S006	WD095S0600	G01497	177190135400
WEST DELTA 095 #S008	WD095S0800	G01497	177190127700
WEST DELTA 095 #S010 ST1	WD095S1001	G01497	177192000101

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Asset Name	FWE Acct. Code	Lease Number	API
WEST DELTA 095 #S012 ST	WD095S1201	G01497	177192002301
WEST DELTA 095 #X001 ST	WD095X0101	G01497	177194002901
WEST DELTA 095 #X003	WD095X0300	G01497	177194003200
WEST DELTA 095 #X007 ST1	WD095X0701	G01497	177194003701
WEST DELTA 095 #X010 ST2	WD095X1001	G01497	177194055301
WEST DELTA 095 #X011	WD095X1100	G01497	177194055700
WEST DELTA 095 #X012D	WD095X12D0	G01497	177194055900
WEST DELTA 096 #S002 ST1BP1	WD096S0202	G01498	177190123402
WEST DELTA 096 #S007 ST1	WD096S0701	G01498	177190132901
WEST DELTA 096 #X004 ST1	WD096X0401	G01498	177194003301
WEST DELTA 096 #X006 ST2	WD096X0602	G01498	177194003502
WEST DELTA 096 #X009	WD096X0900	G01498	177194004000
WEST DELTA 103 #F001 ST1	WD103F0101	G12360	177194054801
WEST DELTA 103 #F002	WD103F0200	G12360	177194055100
WEST DELTA 103 #F003	WD103F0300	G12360	177194058200
WEST DELTA 103 #F007	WD103F0700	00840	177194083800
WEST DELTA 104 #D005	WD104D0500	00841	177190116200
WEST DELTA 104 #D009	WD104D0900	00841	177190118400
WEST DELTA 104 #D010 ST	WD104D1001	00841	177190119801
WEST DELTA 104 #D011	WD104D1100	00841	177190119900
WEST DELTA 104 #D012	WD104D1200	00841	177190120500
WEST DELTA 104 #D013	WD104D1300	00841	177194068900
WEST DELTA 104 #D014	WD104D1400	00841	177194083900
WEST DELTA 104 #E004	WD104E0401	00841	177194040901
WEST DELTA 104 #E009	WD104E0901	00841	177194041601
WEST DELTA 104 #E010	WD104E1002	00841	177194040702
WEST DELTA 104 #E015	WD104E1504	00841	177194042504
WEST DELTA 104 #E020	WD104E2001	00841	177194064901
WEST DELTA 105 #D003	WD105D0300	00842	177190114300
WEST DELTA 105 #E001 ST3	WD105E0103	00842	177194039803
WEST DELTA 105 #E002 ST1	WD105E0201	00842	177194039901
WEST DELTA 105 #E003	WD105E0301	00842	177194040001
WEST DELTA 105 #E005A	WD105E05A0	00842	177194040500
WEST DELTA 105 #E006	WD105E0600	00842	177194041000
WEST DELTA 105 #E007	WD105E0700	00842	177194040600
WEST DELTA 105 #E008 ST1	WD105E0801	00842	177194041101
WEST DELTA 105 #E011	WD105E1101	00842	177194041401
WEST DELTA 105 #E012	WD105E1200	00842	177194041800
WEST DELTA 105 #E013 ST1	WD105E1301	00842	177194042001
WEST DELTA 105 #E014	WD105E1400	00842	177194043200

Asset Name	FWE Acct. Code	Lease Number	Area/Block	WI
BRAZOS 491 P/F-4	BA4914CAS	G06069	BA491	100.0%
BRAZOS 491 P/F-5	BA4915CAS	G06069	BA491	100.0%
BRAZOS 491 P/F-A	BA491AWP	G06069	BA491	100.0%
BRAZOS A-105 P/F-A	BAA105PFA	G01757	BAA105	12.5%
BRAZOS A-105 P/F-B	BAA105PFB	G01757	BAA105	12.5%
BRAZOS A-133 P/F-A	BAA133APLT	G02665	BAA133	25.0%
BRAZOS A-133 P/F-B	BAA133BPLT	G02665	BAA133	25.0%
BRAZOS A-133 P/F-C-AUX	BAA133CAUX	G02665	BAA133	25.0%
BRAZOS A-133 P/F-D	BAA133DPLT	G02665	BAA133	25.0%
BRAZOS A-133 P/F-E	BAA133EPLT	G02665	BAA133	25.0%
CHANDELEUR 043 P/F-A	CA43APLT	G32268	CA043	50.00%
EAST CAMERON 002 P/F-1 SL16475	SL164751PT	16475	EC002	89.0625%
EAST CAMERON 002 P/F-1 SL18121	SL181211PT	18121	EC002	50.0000%
EAST CAMERON 002 P/F-1/1D16473	SL164731PT	16473	EC002	89.0625%
EAST CAMERON 002 P/F-2 SL16475	SL164752PT	16475	EC002	89.0625%
EAST CAMERON 002 P/F-2/2D16473	SL164732PT	16473	EC002	89.0625%
EAST CAMERON 002 P/F-3/3D16475	SL164753PT	16475	EC002	89.0625%
EAST CAMERON 002 P/F-4/4D16475	SL164754PT	16475	EC002	89.0625%
EAST CAMERON 002 P/F-5 SL16475	SL164755PT	16475	EC002	89.0625%
EAST CAMERON 002 P/F-B (SL)	EC2BSL	16475	EC002	89.0625%
EAST CAMERON 002 P/F-C SL16475	EC2CPLT	16475	EC002	89.0625%
EAST CAMERON 014 P/F-12	EC1412CAS	G01440	EC014	100.0000%
EAST CAMERON 014 P/F-13	EC1413CAS	G01440	EC014	100.0000%
EAST CAMERON 014 P/F-B	EC014PFB	G13572	EC014	100.0000%
EAST CAMERON 014 P/F-CF	EC14CFPLT	G01440	EC014	100.0000%
EAST CAMERON 014 P/F-CF-2	EC14CF2PLT	G01440	EC014	100.0000%
EAST CAMERON 265 P/F-D	EC265DPLT	G00972	EC265	50.0000%
EAST CAMERON 278 P/F-B	EC278BPLT	G00974	EC278	50.0000%
EAST CAMERON 278 P/F-C	EC278CPLT	G00974	EC278	50.0000%
EAST CAMERON 338 P/F-A	EC338PFA	G02063	EC338	15.6694%
EUGENE IS 053 P/F-10	EI5310CAS	00479	EI053	100.0000%
EUGENE IS 053 P/F-12	EI5312CAS	00479	EI053	100.0000%
EUGENE IS 053 P/F-8	EI538CAS	00479	EI053	66.6667%
EUGENE IS 053 P/F-9	EI539PLT	00479	EI053	66.6667%
EUGENE IS 053 P/F-B	EI53BPLT	00479	EI053	66.6667%
EUGENE IS 053 P/F-C	EI53CPLT	00479	EI053	83.3334%
EUGENE IS 053 P/F-D	EI53DCAS	00479	EI053	100.0000%
EUGENE IS 053 P/F-G	EI53GCAS	00479	EI053	66.6667%
EUGENE IS 089 P/F-23	EI089PF23	00044	EI089	75.0000%
EUGENE IS 119 P/F-13	EI11913CAS	00050	EI119	100.0000%
EUGENE IS 119 P/F-30	EI11930WP	00049	EI119	100.0000%
EUGENE IS 119 P/F-33	EI11933CAS	00049	EI119	100.0000%
EUGENE IS 119 P/F-33-AUX	EI11933AUX	00049	EI119	100.0000%
EUGENE IS 119 P/F-34	EI11934CAS	00049	EI119	100.0000%
EUGENE IS 119 P/F-35	EI11935CAS	00049	EI119	100.0000%
EUGENE IS 119 P/F-37	EI11937CAS	00049	EI119	50.0000%
EUGENE IS 119 P/F-37 H	EI11937HCA	00049	EI119	50.0000%

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EUGENE IS 119 P/F-F	EI119FPLT	00049	EI119	100.0000%
EUGENE IS 119 P/F-I	EI119IPLT	00049	EI119	100.0000%
EUGENE IS 119 P/F-I-8	EI119I8CAS	00050	EI119	100.0000%
EUGENE IS 119 P/F-K	EI119KPLT	00049	EI119	100.0000%
EUGENE IS 119 P/F-M-4	EI119M4WP	00049	EI119	100.0000%
EUGENE IS 119 P/F-M-7	EI119M7CAS	00049	EI119	100.0000%
EUGENE IS 120 P/F-11	EI12011CAS	00050	EI120	100.0000%
EUGENE IS 120 P/F-12	EI12012CAS	00050	EI120	100.0000%
EUGENE IS 120 P/F-14	EI12014CAS	00050	EI120	100.0000%
EUGENE IS 120 P/F-15	EI12015CAS	00050	EI120	100.0000%
EUGENE IS 120 P/F-17	EI12017CAS	00050	EI120	100.0000%
EUGENE IS 120 P/F-19	EI12019CAS	00050	EI120	100.0000%
EUGENE IS 120 P/F-20	EI12020CAS	00050	EI120	100.0000%
EUGENE IS 120 P/F-9	EI1209CAS	00050	EI120	100.0000%
EUGENE IS 120 P/F-CF-QTRS	EI120CFQTR	00050	EI120	100.0000%
EUGENE IS 120 P/F-CMP1	EI120CMP1	00050	EI120	100.0000%
EUGENE IS 120 P/F-CMP2	EI120CMP2	00050	EI120	100.0000%
EUGENE IS 120 P/F-FIRE STA	EI120FIRE	00050	EI120	100.0000%
EUGENE IS 120 P/F-PROD	EI120PRD	00050	EI120	100.0000%
EUGENE IS 120 P/F-SC	EI120SCPLT	00050	EI120	100.0000%
EUGENE IS 125 P/F-2	EI1252CAS	00051	EI125	100.0000%
EUGENE IS 125 P/F-A	EI125APLT	00051	EI125	100.0000%
EUGENE IS 125 P/F-R	EI125RPLT	00051	EI125	100.0000%
EUGENE IS 126 P/F-12	EI12612CAS	00052	EI126	100.0000%
EUGENE IS 126 P/F-31	EI12631CAS	00052	EI126	100.0000%
EUGENE IS 136 P/F-1	EI1361CAS	G03152	EI136	100.0000%
EUGENE IS 136 P/F-JA	EI136JAPLT	G03152	EI136	100.0000%
EUGENE IS 158 P/F-14	EI15814CAS	G01220	EI158	100.0000%
EUGENE IS 158 P/F-B	EI158BPLT	G01220	EI158	100.0000%
EUGENE IS 158 P/F-C	EI158CPLT	G01220	EI158	100.0000%
EUGENE IS 158 P/F-C-QRT	EI158CQTR	G01220	EI158	100.0000%
EUGENE IS 158 P/F-JB	EI158JBPLT	G01220	EI158	100.0000%
EUGENE IS 173 P/F-G	EI173GPLT	G13622	EI173	100.0000%
EUGENE IS 175 P/F-C-PROD	EI175CPRD	438	EI175	75.0000%
EUGENE IS 175 P/F-D	EI175DPLT	438	EI175	75.0000%
EUGENE IS 175 P/F-F	EI175FPLT	438	EI175	75.0000%
EUGENE IS 175 P/F-H	EI175HCAS	438	EI175	75.0000%
EUGENE IS 175 P/F-I	EI175ICAS	438	EI175	75.0000%
EUGENE IS 175 P/F-J	EI175JPLT	438	EI175	75.0000%
EUGENE IS 187 P/F-2	EI187PF2	G10736	EI187	100.0000%
EUGENE IS 187 P/F-JC	EI187JCPLT	G10736	EI187	100.0000%
EUGENE IS 187 P/F-JD	EI187JDPLT	G10736	EI187	100.0000%
EUGENE IS 188 P/F-A	EI188APLT	00443	EI188	100.0000%
EUGENE IS 188 P/F-JE	EI188JEPLT	G10736	EI188	100.0000%
EUGENE IS 188 P/F-P-VALVE	EI188PVALV	00443	EI188	100.0000%
EUGENE IS 189 P/F-B	EI189BPLT	423	EI189	100.0000%
EUGENE IS 189 P/F-JG	EI189JGPLT	423	EI189	100.0000%

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EUGENE IS 212 P/F-A	EI212APLT	G05503	EI212	66.6667%
EUGENE IS 224 P/F-A	EI224APLT	G05504	EI224	100.0000%
EUGENE IS 224 P/F-C	EI224CPLT	G05504	EI224	100.0000%
EUGENE IS 296 P/F-B	EI296PFB	G01687M	EI 296	85.5270%
EUGENE IS 307 P/F-A	EI307PFA	G02110	EI307	0.0000%
EUGENE IS 307 P/F-B	EI307PFB	G02110	EI307	0.0000%
EUGENE IS 312 P/F-D	EI312PFD	G22679	EI312	0.0000%
EUGENE IS 315 P/F-A	EI315APLT	G24912	EI315	75.2917%
EUGENE IS 315 P/F-C	EI315PFC	G24912	EI315	25.0000%
EUGENE IS 316 P/F-A	EI316APLT	G05040	EI316	100.0000%
EUGENE IS 330 P/F A C S	EI330ACSPF	G02115	EI330	27.0000%
EUGENE IS 330 P/F-B	EI330BPLT	G02115	EI330	65.0249%
EUGENE IS 330 P/F-D	EI330DPLT	G02115	EI330	70.0249%
EUGENE IS 333 P/F-B	EI333BPLT	G02317	EI333	100.0000%
EUGENE IS 334 P/F-D	EI334DPLT	G15263	EI334	100.0000%
EUGENE IS 337 P/F-A	EI337APLT	G03332	EI337	100.0000%
EUGENE IS 342 P/F-C	EI342CPLT	G02319	EI342	67.4286%
EUGENE IS 346 P/F-A	EI346APLT	G14482	EI346	100.0000%
EUGENE IS 353 P/F-D	EI353PFD	G02324	EI353	3.7850%
EUGENE IS 354 P/F-D	EI354DPLT	G10752	EI354	100.0000%
EUGENE IS 360 P/F-C	EI360PFC	G02324	EI360	3.2730%
EUGENE IS 360 P/F-E	EI360PFE	G02324	EI360	4.3730%
EUGENE IS 361 P/F-A	EI361PFA	G02324	EI361	6.7568%
EWING BANK 826 P/F-A	EW826APLT	G05800	EW826	100.0000%
GALVESTON 210 P/F-1	GA2101CAS	G25524	GA210	66.6700%
GALVESTON 210 P/F-2	GA2102CAS	G25524	GA210	66.6700%
GALVESTON 210 P/F-B	GA210BPLT	G25524	GA210	66.6700%
GRAND ISLE 039 P/F-Q	GI39QPLT	00127	GI039	75.0000%
GRAND ISLE 040 P/F-G	GI40GPLT	00128	GI040	75.0000%
GRAND ISLE 040 P/F-M	GI40MPLT	00128	GI040	75.0000%
GRAND ISLE 041 P/F-B	GI41BPLT	00129	GI041	75.0000%
GRAND ISLE 041 P/F-D	GI041PFD	00129	GI041	75.0000%
GRAND ISLE 041 P/F-E	GI41EPLT	00130	GI041	75.0000%
GRAND ISLE 041 P/F-H	GI41HPLT	00130	GI041	75.0000%
GRAND ISLE 041 P/F-I	GI411CAS	00132	GI041	75.0000%
GRAND ISLE 042 P/F-C	GI42CPLT	00131	GI042	75.0000%
GRAND ISLE 042 P/F-F	GI42FPLT	00131	GI042	75.0000%
GRAND ISLE 043 P/F-AC-CMP	GI043PFAC	00175	GI043	75.0000%
GRAND ISLE 043 P/F-AP-QRT	GI43APPLT	00175	GI043	75.0000%
GRAND ISLE 043 P/F-AQ-QRT	GI43AQPLT	00175	GI043	75.0000%
GRAND ISLE 043 P/F-AR-RSR	GI43ARPLT	00175	GI043	75.0000%
GRAND ISLE 043 P/F-AS-SEP	GI43ASPLT	00175	GI043	75.0000%
GRAND ISLE 047 P/F-A	GI47APLT	00133	GI047	75.0000%
GRAND ISLE 047 P/F-AP	GI47APPLT	00133	GI047	75.0000%
GRAND ISLE 047 P/F-AQ-QTRS	GI47AQPLT	00133	GI047	75.0000%
GRAND ISLE 047 P/F-AX (BRACE)	GI47AXPLT	00133	GI047	75.0000%
GRAND ISLE 047 P/F-L	GI47LPLT	00133	GI047	75.0000%

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GRAND ISLE 047 P/F-O	GI47OPLT	00133	GI047	75.0000%
GRAND ISLE 048 P/F-E	GI48EPLT	00134	GI048	75.0000%
GRAND ISLE 048 P/F-J	GI48JPLT	00134	GI048	75.0000%
GRAND ISLE 048 P/F-P	GI48PPLT	00134	GI048	75.0000%
GRAND ISLE 054 P/F-A	GI54APLT	G27173	GI054	50.0000%
GRAND ISLE 076 P/F-A	GI076PFA	G02161	GI076	95.8333%
GRAND ISLE 116 P/F-A	GI116APLT	G13944	GI116	50.0000%
HIGH ISLAND 110 P/F-A	HI110PFA	G02353	HI110	20.0000%
HIGH ISLAND 110 P/F-B	HI110PFB	G02353	HI110	20.0000%
HIGH ISLAND 120 P/F-A-PROCESS	HI120APROC	G01848	HI120	34.33%
HIGH ISLAND 129 P/F-1	HI1291CAS	G01848	HI129	0.0000%
HIGH ISLAND 129 P/F-16	HI12916CAS	G01848	HI129	0.0000%
HIGH ISLAND 129 P/F-17	HI12917CAS	G01848	HI129	90.0000%
HIGH ISLAND 129 P/F-18	HI129PF18	G01848	HI129	27.0000%
HIGH ISLAND 129 P/F-5/6	HI1295PLT	G01848	HI129	90.0000%
HIGH ISLAND 129 P/F-CPF	HI129CPF	G01848	HI129	0.0000%
HIGH ISLAND 179 P/F-A	HI179APLT	G03236	HI179	69.0750%
HIGH ISLAND 206 P/F-B	HI206BPLT	G20660	HI206	100.0000%
HIGH ISLAND A-341 P/F-B	HIA341BPLT	G25605	HIA341	60.0000%
HIGH ISLAND A-376 P/F-A	HIA376APLT	G02754	HIA376	48.8298%
HIGH ISLAND A-376 P/F-B	HIA376BPLT	G02754	HIA376	48.8298%
HIGH ISLAND A-376 P/F-C	HIA376CPLT	G02754	HIA376	48.8298%
HIGH ISLAND A-382 P/F-F	HIA382FPLT	G02757	HIA382	72.4106%
HIGH ISLAND A-474 P/F-A	HIA474PFA	G02366	HIA474	10.0000%
HIGH ISLAND A-489 P/F-B	HIA489PFB	G02372	HIA489	8.5000%
HIGH ISLAND A-545 P/F-JA	HIA545JAPT	G17199	HIA545	60.0000%
HIGH ISLAND A-573 P/F-A	HIA573APLT	G02393	HIA573	72.4102%
HIGH ISLAND A-573 P/F-B	HIA573BPLT	G02393	HIA573	72.4102%
HIGH ISLAND A-582 P/F-C	HIA582PFC	G02719	HIA582	18.0975%
HIGH ISLAND A-582 P/F-D	HIA582PFD	G02719	HIA582	36.5786%
HIGH ISLAND A-595 P/F-CF	HIA595CFPT	G02721	HIA595	72.4102%
HIGH ISLAND A-595 P/F-D	HIA595DPLT	G02721	HIA595	72.4102%
HIGH ISLAND A-596 P/F-E	HIA596EPLT	G02722	HIA596	72.4102%
MAIN PASS 077 P/F-A	MP077PFA	G04481	MP077	26.1683%
MAIN PASS 140 P/F-A	MP140APLT	G02193	MP140	65.0000%
MAIN PASS 140 P/F-B	MP140BPLT	G02193	MP140	65.0000%
MAIN PASS 153 P/F-B	MP153BPLT	G01967	MP153	50.0000%
MAIN PASS 153 P/F-C	MP153CPLT	G01967	MP153	50.0000%
MAIN PASS 259 P/F-A	MP259APLT	G07827	MP259	56.9016%
MAIN PASS 275 P/F-A	MP275APLT	G15395	MP275	100.0000%
MAIN PASS 289 P/F-B	MP289BPLT	G01666	MP289	100.0000%
MAIN PASS 289 P/F-C	MP289CPLT	G01666	MP289	100.0000%
MAIN PASS 296 P/F-B	MP296BPLT	G01673	MP296	55.0343%
MAIN PASS 296 P/F-C	MP296CPLT	G01673	MP296	50.4846%
MAIN PASS 301 P/F-A	MP301PFA	G04486	MP301	22.7793%
MAIN PASS 301 P/F-B	MP301PFB	G04486	MP301	22.7793%
MAIN PASS 308 P/F-A	MP308APLT	G32265	MP308	100.0000%



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MAIN PASS 310 P/F-A	MP310APLT	G04126	MP310	100.0000%
MAIN PASS 310 P/F-JA	MP310JAPT	G04126	MP310	100.0000%
MAIN PASS 311 P/F-A	MP311APLT	G02213	MP311	50.0000%
MAIN PASS 311 P/F-B	MP311BPLT	G02213	MP311	50.0000%
MATAGORDA IS 622 P/F-C	MI622CPLT	G05000	MI622	81.0000%
MATAGORDA IS 622 P/F-C-COMPRES	MI622CCMP	G05000	MI622	81.0000%
MATAGORDA IS 622 P/F-C-PRD	MI622CPRD	G05000	MI622	81.0000%
MATAGORDA IS 622 P/F-C-QRT	MI622CQTR	G05000	MI622	81.0000%
MATAGORDA IS 622 P/F-D	MI622DPLT	G05000	MI622	81.0000%
MATAGORDA IS 623 P/F-B-DRIL	MI623BPLT	G03088	MI623	81.0000%
MATAGORDA IS 623 P/F-B-PRD	MI623BPRD	G03088	MI623	81.0000%
MATAGORDA IS 623 P/F-H	MI623HPLT	G03088	MI623	100.0000%
MATAGORDA IS 635 P/F-F	MI635FPLT	G06043	MI635	81.0000%
MATAGORDA IS 635 P/F-G	MI635GPLT	G05000	MI635	81.0000%
MISSISSIPPI CANYON 311 P/F-A	MC311APLT	G02968	MC311	100.0000%
MOBILE 821 P/F-A-QRT	MO821AQTR	G05058	MO821	100.0000%
MOBILE 826 P/F-D	MO826DPLT	G26176	MO826	75.0000%
NORTH PADRE IS 969 P/F-JA	PN969PFJA	G05953	PN969	1.2500%
NORTH PADRE IS 975 P/F-A	PN975PFA	G05953	PN969	1.2500%
SHIP SHOAL 030 #011 CAS P/F	SS030PF11	00333	SS030	28.9474%
SHIP SHOAL 030 #013 CAS P/F	SS030PF13	00333	SS030	28.9474%
SHIP SHOAL 030 P/F-14	SS030PF14	00333	SS030	28.9474%
SHIP SHOAL 031 P/F-10	SS031PF10	00334	SS031	28.9474%
SHIP SHOAL 031 P/F-A	SS031PFA	00333	SS031	28.9474%
SHIP SHOAL 032 P/F-18	SS032PF18	00335	SS032	28.9474%
SHIP SHOAL 032 P/F-20	SS032PF20	00335	SS032	28.9474%
SHIP SHOAL 032 P/F-24	SS032PF24	00335	SS032	28.9474%
SHIP SHOAL 032 P/F-E-1	SS032PFE	00335	SS032	28.9474%
SHIP SHOAL 033 #005 CAS P/F	SS033PF05	00336	SS033	28.9474%
SHIP SHOAL 033 P/F-C-1	SS033PFC1	00336	SS033	28.9474%
SHIP SHOAL 033 P/F-C-2	SS033PFC2	00336	SS033	28.9474%
SHIP SHOAL 033 P/F-C-3(PROD)	SS033PFC3	00336	SS033	28.9474%
SHIP SHOAL 068 P/F-05	SS685CAS	G02917	SS068	100.0000%
SHIP SHOAL 068 P/F-10	SS6810CAS	G02917	SS068	100.0000%
SHIP SHOAL 068 P/F-2	SS682CAS	G02917	SS068	100.0000%
SHIP SHOAL 068 P/F-4	SS684CAS	G02917	SS068	100.0000%
SHIP SHOAL 068 P/F-9	SS689CAS	G02917	SS068	100.0000%
SHIP SHOAL 068 P/F-F	SS68FPLT	G02925	SS068	100.0000%
SHIP SHOAL 091 P/F-A	SS91APLT	G02919	SS091	100.0000%
SHIP SHOAL 091 P/F-B	SS91BPLT	G02919	SS091	100.0000%
SHIP SHOAL 105 P/F-A	SS105APLT	G09614	SS105	100.0000%
SHIP SHOAL 105 P/F-B	SS105BPLT	G09614	SS105	100.0000%
SHIP SHOAL 126 P/F-B	SS126BPLT	G12940	SS126	100.0000%
SHIP SHOAL 129 P/F-A	SS129APLT	G12941	SS129	100.0000%
SHIP SHOAL 129 P/F-A-AUX	SS129AAUX	G12941	SS129	100.0000%
SHIP SHOAL 129 P/F-B	SS129BPLT	G12941	SS129	100.0000%
SHIP SHOAL 129 P/F-L	SS129LCAS	G12941	SS129	100.0000%

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SHIP SHOAL 144 PF 1	-	G30275	SS 144	15.5400%
SHIP SHOAL 169 P/F-BB	SS169PFBB	00820	SS169	66.6667%
SHIP SHOAL 169 P/F-C	SS169PFC	00820	SS169	66.6667%
SHIP SHOAL 169 P/F-G	SS169PFG	00820	SS169	66.6667%
SHIP SHOAL 176 P/F-1	SS1761PLT	G33646	SS176	57.1429%
SHIP SHOAL 178 P/F-A	SS178APLT	G05551	SS178	100.0000%
SHIP SHOAL 182 P/F-A	SS182APLT	G03998	SS182	100.0000%
SHIP SHOAL 182 P/F-A-AUX	SS182AAUX	G03998	SS182	100.0000%
SHIP SHOAL 182 P/F-B	SS182BPLT	G03998	SS182	100.0000%
SHIP SHOAL 182 P/F-C	SS182CPLT	G03998	SS182	100.0000%
SHIP SHOAL 189 P/F-A	SS189APLT	G04232	SS189	99.0000%
SHIP SHOAL 189 P/F-C	SS189PFC	G04232	SS189	24.7396%
SHIP SHOAL 190 P/F-B	SS190BPLT	G10775	SS190	100.0000%
SHIP SHOAL 193 P/F-A	SS193APLT	G13917	SS193	100.0000%
SHIP SHOAL 193 P/F-A-PROD	SS193APRD	G13917	SS193	100.0000%
SHIP SHOAL 193 P/F-M	SS193MPLT	G13917	SS193	100.0000%
SHIP SHOAL 194 P/F-A	SS194APLT	G15288	SS194	100.0000%
SHIP SHOAL 198 P/F-G	SS198PFG	00593	SS198	50.0000%
SHIP SHOAL 198 P/F-G-QTRS	SS198PFGQR	00593	SS198	50.0000%
SHIP SHOAL 198 P/F-K	SS198PFK	00593	SS198	50.0000%
SHIP SHOAL 204 P/F-A	SS204APLT	G01520	SS204	55.2000%
SHIP SHOAL 204 P/F-A-GEN	SS204AGEN	G01520	SS204	55.2000%
SHIP SHOAL 204 P/F-A-PROD	SS204APRD	G01520	SS204	55.2000%
SHIP SHOAL 206 P/F-E	SS206EPLT	G01522	SS206	60.0000%
SHIP SHOAL 207 P/F-A-CMP	SS207ACOMP	G01523	SS207	52.4000%
SHIP SHOAL 207 P/F-A-DRILL	SS207ADRL	G01523	SS207	52.4000%
SHIP SHOAL 207 P/F-A-MANTIS	SS207PFAMA	G01523	SS207	52.4000%
SHIP SHOAL 207 P/F-A-PROD	SS207APRD	G01523	SS207	52.4000%
SHIP SHOAL 207 P/F-D	SS207DPLT	G01523	SS207	52.8000%
SHIP SHOAL 207 P/F-DWPF	SS207PFDWP	G01523	SS207	0.0000%
SHIP SHOAL 216 P/F-C	SS216CPLT	G01524	SS216	70.0000%
SHIP SHOAL 259 P/F-JA	SS259JAPLT	G05044	SS259	93.7130%
SHIP SHOAL 274 P/F-A	SS274APLT	G01039	SS274	100.0000%
SHIP SHOAL 274 P/F-C	SS274CPLT	G01039	SS274	100.0000%
SHIP SHOAL 291 P/F-A	SS291PFA	G02923	SS291	0.0000%
SHIP SHOAL 354 P/F-A	SS354APLT	G15312	SS354	100.0000%
SOUTH MARSH IS 010 P/F-4	SM010PF4	G01181	SM010	100.0000%
SOUTH MARSH IS 010 P/F-A	SM10APLT	G01181	SM010	100.0000%
SOUTH MARSH IS 011 P/F-34	SM011PF34	G01182	SM011	100.0000%
SOUTH MARSH IS 011 P/F-58	SM011PF58	G01182	SM011	100.0000%
SOUTH MARSH IS 018 P/F-A	SM018PFA	G08680	SM018	100.0000%
SOUTH MARSH IS 048 P/F-E	SM048PFE	786	SM048	100.0000%
SOUTH MARSH IS 066 P/F-C	SM66CPLT	G01198	SM058	50.0000%
SOUTH MARSH IS 066 P/F-D	SM66DPLT	G01198	SM066	50.0000%
SOUTH MARSH IS 076 P/F-F	SM76FPLT	G01208	SM076	100.0000%
SOUTH MARSH IS 093 P/F-A	SM093PFA	G21618	SM093	12.5000%
SOUTH MARSH IS 105 P/F-A	SM105APLT	G17938	SM105	100.0000%

Asset Name	FWE Acct. Code	Lease Number	Area/Block	WI
SOUTH MARSH IS 106 P/F-A-NORTH	SM106ANPLT	G03776	SM106	100.0000%
SOUTH MARSH IS 106 P/F-JUNCTIO	SM106JCT	G02279	SM106	100.0000%
SOUTH MARSH IS 128 P/F-A	SM128APLT	G02587	SM128	84.0133%
SOUTH MARSH IS 128 P/F-B	SM128BPLT	G02587	SM128	84.0133%
SOUTH MARSH IS 128 P/F-C	SM128CPLT	G02587	SM128	84.0133%
SOUTH MARSH IS 128 P/F-SA-2	SM128SADPT	G02587	SM128	84.0133%
SOUTH MARSH IS 132 P/F-B	SM132BPLT	G02282	SM132	50.0000%
SOUTH MARSH IS 137 P/F-A	SM137APLT	G02589	SM137	50.0000%
SOUTH MARSH IS 149 P/F-C	SM149CPLT	G02592	SM149	50.0000%
SOUTH MARSH IS 149 P/F-D	SM149DPLT	G02592	SM149	100.0000%
SOUTH MARSH IS 239 156 CAIS	SM239PF156	00310	SM240	16.0000%
SOUTH MARSH IS 239 191 CAIS	SM239PF191	00310	SM240	16.0000%
SOUTH MARSH IS 240 1 CAIS	SM240PF1	310	SM240	16.0000%
SOUTH MARSH IS 240 153 CAIS	SM240PF153	310	SM240	16.0000%
SOUTH MARSH IS 240 192 CAIS	SM240PF192	310	SM240	16.0000%
SOUTH MARSH IS 240 196 CAIS	SM240PF196	310	SM240	16.0000%
SOUTH MARSH IS 240 2 CAIS	SM240PF2	310	SM240	16.0000%
SOUTH MARSH IS 240 E DOLPHIN	SM240PF0E	310	SM240	16.0000%
SOUTH MARSH IS 240 P/F-E-PRD	SM240PFE	310	SM240	16.0000%
SOUTH MARSH IS 241 CAS 149 P/F	SM241PF149	310	SM241	16.0000%
SOUTH MARSH IS 241 CAS 200 P/F	SM241PF200	00310	SM241	16.0000%
SOUTH MARSH IS 241 CAS 302 P/F	SM241PF302	00310	SM241	16.0000%
SOUTH MARSH IS 268 P/F-A-DRL	SM268APLT	G02310	SM268	69.4185%
SOUTH MARSH IS 268 P/F-A-PRD	SM268APRD	G02310	SM268	69.4185%
SOUTH MARSH IS 268 P/F-D	SM268DPLT	G02310	SM268	69.4185%
SOUTH MARSH IS 269 P/F-B	SM269BPLT	G02311	SM269	72.8000%
SOUTH MARSH IS 269 P/F-F	SM269FCAS	G02311	SM269	87.7000%
SOUTH MARSH IS 280 P/F-G	SM280GPLT	G14456	SM280	50.0000%
SOUTH MARSH IS 280 P/F-H	SM280HPLT	G14456	SM280	50.0000%
SOUTH MARSH IS 280 P/F-I	SM280IPLT	G02600	SM280	58.4000%
SOUTH MARSH IS 281 P/F-C	SM281PFC	G02600	SM281	68.1000%
SOUTH MARSH IS 281 P/F-E	SM281EPLT	G02600	SM281	68.1000%
SOUTH PASS 062 P/F-A	SP62APLT	G01294	SP062	100.0000%
SOUTH PASS 062 P/F-B	SP62BPLT	G01294	SP062	100.0000%
SOUTH PASS 062 P/F-C	SP062PFC	G01294	SP062	100.0000%
SOUTH PASS 062 P/F-D	SP062PFD	G01294	SP062	100.0000%
SOUTH PASS 065 P/F-A	SP65APLT	G01610	SP065	50.0000%
SOUTH PASS 070 P/F-C	SP070PFC	G01614	SP070	100.0000%
SOUTH PASS 070 P/F-D	SP070PFD	G01614	SP070	100.0000%
SOUTH PASS 075 P/F-A	SP75APLT	G05051	SP075	100.0000%
SOUTH PASS 087 P/F-D	SP87DPLT	G07799	SP087	86.1125%
SOUTH PASS 089 P/F-B	SP89BPLT	G01618	SP089	50.0000%
SOUTH PELTO 001 P/F-A	PL001PFA	G04234	PL001	100.0000%
SOUTH PELTO 009 P/F-10	PL009PF10	G02924	PL009	50.0000%
SOUTH PELTO 009 P/F-5	PL009PF05	G02924	PL009	100.0000%
SOUTH PELTO 009 P/F-6	PL009PF06	G02924	PL009	100.0000%
SOUTH PELTO 009 P/F-7	PL009PF07	G02924	PL009	100.0000%

Asset Name	FWE Acct. Code	Lease Number	Area/Block	WI
SOUTH PELTO 010 #2 (2924)CAIS	PL0102CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-10	PL1010CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-10-8	PL10108CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-11	PL1011CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-12	PL1012WP	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-14	PL1014CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-16	PL1016CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-17	PL1017CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-19	PL1019CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-20	PL1020CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-22	PL1022CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-23	PL1023CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-26	PL1026CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-2A	PL102ACAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-3A	PL103ACAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-4	PL104WP	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-7	PL107CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-9-1-A	PL1091ACAS	G02925	PL010	50.0000%
SOUTH PELTO 010 P/F-A	PL10APLT	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-B	PL10BPLT	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-B25	PL10B25CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-B-AUX	PL10BAUXPT	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-C	PL10CPLT	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-D	PL10DPLT	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-E	PL10EPLT	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-LQ	PL10LQPLT	G02925	PL010	100.0000%
SOUTH PELTO 011 P/F-17	PL1117CAS	00071	PL011	100.0000%
SOUTH PELTO 011 P/F-19	PL1119CAS	00071	PL011	100.0000%
SOUTH PELTO 011 P/F-22	PL1122CAS	00071	PL011	100.0000%
SOUTH PELTO 011 P/F-25	PL1125CAS	00071	PL011	100.0000%
SOUTH PELTO 011 P/F-F	PL11FPLT	00071	PL011	100.0000%
SOUTH PELTO 011 P/F-F-3	PL11F3CAS	00071	PL011	100.0000%
SOUTH PELTO 011 P/F-G	PL11GCAS	00071	PL011	100.0000%
SOUTH PELTO 025 JA PF	PL025PFJA	G14535	PL025	100.0000%
SOUTH PELTO 025 JB PF	PL025PFJB	G14535	PL025	100.0000%
SOUTH TIMBALIER 049 P/F-A	ST49APLT	G24956	ST049	100.0000%
SOUTH TIMBALIER 053 P/F-4	ST053PF4	G04000	ST053	50.0000%
SOUTH TIMBALIER 053 P/F-6	ST053PF6	G04000	ST053	50.0000%
SOUTH TIMBALIER 053 P/F-A	ST053PFA	G04000	ST053	50.0000%
SOUTH TIMBALIER 053 P/F-A-AUX	ST053PFAAX	G04000	ST053	50.0000%
SOUTH TIMBALIER 053 P/F-C (5)	ST053PFC5	G04000	ST053	50.0000%
SOUTH TIMBALIER 053 P/F-I	ST053PFI	G04000	ST053	50.0000%
SOUTH TIMBALIER 068 P/F-1	ST681CAS	00020	ST068	79.6666%
SOUTH TIMBALIER 148 P/F-A	ST148PFA	G01960	ST148	15.5500%
SOUTH TIMBALIER 161 P/F-C	ST161PFC	G01248	ST161	100.0000%
SOUTH TIMBALIER 203 P/F-B	ST203PFB	G01269	ST203	40.0000%
SOUTH TIMBALIER 205 P/F-B	ST205BPLT	G05612	ST205	50.0000%

Asset Name	FWE Acct. Code	Lease Number	Area/Block	WI
SOUTH TIMBALIER 205 P/F-G	ST205GPLT	G05612	ST205	100.0000%
SOUTH TIMBALIER 206 P/F-A	ST206APLT	G05612	ST206	50.0000%
SOUTH TIMBALIER 291 P/F-A	ST291APLT	G16455	ST291	35.0000%
SOUTH TIMBALIER 295 P/F-A	ST295APLT	G05646	ST295	92.9167%
SOUTH TIMBALIER 295 P/F-B	ST295BPLT	G05646	ST295	92.9167%
SOUTH TIMBALIER 311 P/F-A	ST311APLT	G31418	ST311	22.5000%
SOUTH TIMBALIER 316 P/F-A	ST316PFA	G22762	ST316	20.0000%
VERMILION 261 P/F-A	VR261APLT	G03328	VR261	75.0000%
VERMILION 261 P/F-A-AUX	VR261AAUX	G03328	VR261	75.0000%
VERMILION 265 P/F-A-DRL	VR265ADRL	G01955	VR265	100.0000%
VERMILION 265 P/F-A-PRD	VR265APRD	G01955	VR265	100.0000%
VERMILION 326 P/F-A	VR326APLT	G21096	VR326	70.3148%
VERMILION 369 P/F-A	VR369PFA	G02274	VR369	10.9700%
VERMILION 369 P/F-D	VR369PFD	G02274	VR369	23.1707%
VERMILION 380 P/F-A	VR380APLT	G02580	VR380	100.0000%
VERMILION 408 P/F-A	VR408PF	G15212	VR408	50.0000%
VIOSCA KNOLL 203 P/F-A	VK203PFA	G07890	VK203	33.3333%
VIOSCA KNOLL 203 P/F-B	VK203PFB	G07890	VK203	33.3333%
VIOSCA KNOLL 204 P/F-3	VK204PF3	G04921	VK204	33.3333%
VIOSCA KNOLL 204 P/F-C	VK204PFC	G04921	VK204	33.3333%
VIOSCA KNOLL 780 P/F-A	VK780APLT	G15436	VK780	100.0000%
WEST CAMERON 033 P/F-1	WC033PF1	G15050	WC033	100.0000%
WEST CAMERON 033 P/F-N	WC033PFN	G15050	WC033	100.0000%
WEST CAMERON 033 P/F-O	WC033PFO	G15050	WC033	100.0000%
WEST CAMERON 065 P/F-8	WC065CAIS8	G02825	WC065	100.0000%
WEST CAMERON 065 P/F-9	WC065CAIS9	G02825	WC065	100.0000%
WEST CAMERON 065 P/F-JA	WC65JAPLT	G02825	WC065	100.0000%
WEST CAMERON 065 P/F-JA-AUX	WC65JAAUX	G02825	WC065	100.0000%
WEST CAMERON 066 P/F-A	WC66APLT	G01860	WC066	91.0585%
WEST CAMERON 066 P/F-B	WC066PFB	G02826	WC066	82.9104%
WEST CAMERON 066 P/F-C	WC066PFC	G01860	WC066	75.0000%
WEST CAMERON 066 P/F-E	WC066PFE	G02826	WC066	75.0000%
WEST CAMERON 066 P/F-F(FMR31)	WC066PFF31	00244	WC066	100.0000%
WEST CAMERON 071 P/F-28	WC071PF28	00244	WC071	100.0000%
WEST CAMERON 071 P/F-D	WC071PFD	00244	WC071	100.0000%
WEST CAMERON 071 P/F-D-AUX	WC071PFDAX	00244	WC071	100.0000%
WEST CAMERON 071 P/F-F (FMR18)	WC71FPLT	00244	WC071	100.0000%
WEST CAMERON 071 P/F-QTR	WC71QTR	00244	WC071	100.0000%
WEST CAMERON 072 P/F-1	WC072PF1	G23735	WC072	25.0000%
WEST CAMERON 072 P/F-2	WC072PF2	G23735	WC072	25.0000%
WEST CAMERON 072 P/F-3	WC072PF3	G23735	WC072	25.0000%
WEST CAMERON 102 P/F-2	WC102PF2	00247	WC102	100.0000%
WEST CAMERON 102 P/F-G	WC102GPLT	00247	WC102	100.0000%
WEST CAMERON 102 P/F-G-AUX	WC102GAUX	00247	WC102	100.0000%
WEST CAMERON 102 P/F-H	WC102HPLT	00247	WC102	100.0000%
WEST CAMERON 110 P/F-10	WC11010CAS	00081	WC110	100.0000%
WEST CAMERON 110 P/F-11	WC11011CAS	00081	WC110	100.0000%

Asset Name	FWE Acct. Code	Lease Number	Area/Block	WI
WEST CAMERON 110 P/F-12	WC11012CAS	00081	WC110	100.0000%
WEST CAMERON 110 P/F-15	WC11015CAS	00081	WC110	100.0000%
WEST CAMERON 110 P/F-18	WC11018CAS	00081	WC110	100.0000%
WEST CAMERON 110 P/F-19	WC11019CAS	00081	WC110	100.0000%
WEST CAMERON 110 P/F-A	WC110APLT	00081	WC110	100.0000%
WEST CAMERON 110 P/F-A-AUX1	WC110AAUX1	00081	WC110	100.0000%
WEST CAMERON 110 P/F-E	WC110EPLT	00081	WC110	100.0000%
WEST CAMERON 110 P/F-H	WC110HPLT	00081	WC110	100.0000%
WEST CAMERON 111 P/F-C	WC111CCAS	00081	WC111	100.0000%
WEST CAMERON 111 P/F-F	WC111FCAS	00081	WC111	100.0000%
WEST CAMERON 144 P/F-B	WC144BPLT	G01953	WC144	100.0000%
WEST CAMERON 225 P/F-C	WC225PFC	G00900	WC225	26.6675%
WEST CAMERON 289 P/F-A-PROCESS	WC289APROC	G04818	WC289	100.0000%
WEST CAMERON 290 P/F-A	WC290PFA	G04818	WC290	10.3759%
WEST CAMERON 295 P/F-A	WC295ACAS	G24730	WC295	20.60%
WEST DELTA 068 P/F-U	WD68UPLT	00180	WD068	75.0000%
WEST DELTA 070 P/F-D	WD070PFD	00182	WD070	75.0000%
WEST DELTA 070 P/F-FF	WD070PFFF	00182	WD070	75.0000%
WEST DELTA 070 P/F-I	WD070PFI	00182	WD070	75.0000%
WEST DELTA 070 P/F-L	WD070PFL	00182	WD070	75.0000%
WEST DELTA 071 P/F-E	WD71EPLT	00838	WD071	75.0000%
WEST DELTA 071 P/F-O	WD071OPLT	00838	WD071	75.0000%
WEST DELTA 075 P/F-D	WD075PFD	G01085	WD075	100.0000%
WEST DELTA 075 P/F-F	WD075PFF	G01085	WD075	100.0000%
WEST DELTA 075 P/F-G	WD075PFG	G01085	WD075	100.0000%
WEST DELTA 090 P/F-A	WD090PFA	G01089	WD090	100.0000%
WEST DELTA 090 P/F-B	WD090PFB	G01089	WD090	100.0000%
WEST DELTA 090 P/F-E	WD090PFE	G01089	WD090	100.0000%



Name	State	County/Parish	Ownership %
Blue Water Gas Plant	Louisiana		0.1000%
Galveston 300/301 Facility	Texas	Galveston	100.0000%
Gibbstown Separation Station	Louisiana	Cameron	100.0000%
Grand Bay Receiving Station	Louisiana	Plaquemines	65.0000%
Grand Chenier Separation Facility	Louisiana	Cameron	5.4%
Grand Chenier Tank Battery	Louisiana	Cameron	100.0000%
Grand Isle Fuel Line (supply line for municipality)	Louisiana	Jefferson	100.0000%
Grand Isle Tank Bat	Louisiana	Jefferson	75.0000%
Johnson Bayou Onshore Separation Facility	Louisiana	Cameron	24.31% of Co-Owned Equipment
Johnson Bayou Onshore Separation Facility	Louisiana	Cameron	54.875% of Producers' Equipment
MI 519 Bay City Compressor Station	Texas	Matagorda	81.8979%
North Terrebonne Gas Processing Plant	Louisiana	Terrebonne	0.0000%
Sea Robin Condensate Separation Facility (aka "Henry Hub")	Louisiana	Vermilion	8.0000%
Sea Robin Gas Plant	Louisiana	Vermilion	23.7285%
Stingray Onshore Separation Facility (Cameron Onshore Commingling Facility)	Louisiana	Cameron	11.1300%
Targa Venice	Louisiana	Plaquemines	100.0000%
Thousand Square Mile Area (TASMA)	Louisiana	Vermilion	100.0000%
Tivoli Plant	Texas	Refugio	56.1394%
TOCA Gas Processing Plant	Louisiana	St. bernard	4.2900%
Venice Dehydration Facility (South Pass Dehydration Station)	Louisiana	Plaquemines	35.2000%
Vermilion 76 Onshore Scrubber	Louisiana	Vermilion	93.9%

SEGMENTNUMBER	COMPANYNAME	ORGAREA	ORGBLOCK	ORGNAME	RECAREA	RECBLOCK	RECNAME	SIZE	PRODUCT	STATUS	ROWNUMBER	FW Lease:
15213	Fieldwood Energy, LLC	BS	41	B	BS	42	24" SSTI	10	G/C	Partial Abandon	G25383	G21142
17938	Fieldwood Energy, LLC	CA	43	A	VK	247	24"SSTI	6	GAS	Active	G29431	G32268
3519	Fieldwood Energy, LLC	EC	14	CF	EC	9	F/S	4	COND	Out of Service	G13721	G01440
13104	Fieldwood Energy, LLC	EC	2	F/S	EC	2	6" SSTI	4	GAS	Permitted for Abandonment	G22383	G15050
17801	Fieldwood Energy, LLC	EC	14	CF	WC	69	30 SSTI	12	GAS	Permitted for Abandonment	G28556	G01440
44	Fieldwood Energy, LLC	EI	175	C	EI	176	12" SSTI	8	OIL	Out of Service	G13445	00438
1128	Fieldwood Energy, LLC	EI	330	flanged end	EI	306	14-inch SSTI	14	OIL	Active	G02139A	G02115
6818	Fieldwood Energy, LLC	EI	337	A	EI	330	B	6	GAS	Out of Service	G05932	G03332
6819	Fieldwood Energy, LLC	EI	337	A	EI	330	14 SSTI	6	OIL	Out of Service	G05931	G03332
6852	Fieldwood Energy, LLC	EI	315	A	EI	330	14 SSTI	6	OIL	Out of Service	G13447	G02112
7290	Fieldwood Energy, LLC	EI	316	A	EI	330	14 SSTI	8	OIL	Active	G07537	G05040
7347	Fieldwood Energy, LLC	EI	316	A	EI	330	8" SSTI	6	GAS	Active	G07555	G05040
7914	Fieldwood Energy, LLC	EI	212	A	SS	152	24 SSTI	6	GAS	Out of Service	G08530	G05503
7915	Fieldwood Energy, LLC	EI	212	A	EI	213	12 SSTI	6	OIL	Out of Service	G08531	G05503
7943	Fieldwood Energy, LLC	EI	342	C	EI	327	08 SSTI	4	OIL	Out of Service	G08541	G02319
9211	Fieldwood Energy, LLC	EI	53	B	EI	64	22 SSTI	6	G/C	Partial Abandon	G12373	00479
9376	Fieldwood Energy, LLC	EI	142	A	EI	141	10 SSTI	4	OIL	Out of Service	G12734	00052
11923	Fieldwood Energy, LLC	EI	53	C	EI	64	22 SSTI	10	G/C	Out of Service	G20539	00479
14073	Fieldwood Energy, LLC	EI	188	JE	EI	188	06 SSTI	4	BLKG	Out of Service	G29056	00443
14479	Fieldwood Energy, LLC	EI	158	C	EI	176	12"SSTI	6	OIL	Out of Service	G13702	G01322
15906	Fieldwood Energy, LLC	EI	173	G	EI	175	C	4	BLKO	Out of Service	G28239	G13622
16225	Fieldwood Energy, LLC	EI	354	D	EI	337	A	4	OIL	Out of Service	G28598	G10752
16226	Fieldwood Energy, LLC	EI	354	D	EI	337	A	4	GAS	Out of Service	G28599	G10752
16243	Fieldwood Energy, LLC	EI	189	B	EI	188	A	4	GAS	Out of Service	G28057	00423
18493	Fieldwood Energy, LLC	EI	342	C	EI	343	SSTI	6	GAS	Out of Service	G29108	G02319
19960	Fieldwood Energy, LLC	EI	342	C	EI	342	Blind Flange	6	OIL	Out of Service	G29471	G02319
	Fieldwood Energy, LLC	EI	187	2	EI	187	2			Active	G30283	G10736
8487	Fieldwood Energy, LLC	EW	826	A	ST	300	12 SSTI	12	OIL	Out of Service	G10110	G05800
15298	Fieldwood Energy, LLC	GA	210	B	GA	239	12 SSTI	8	G/C	Active	G26931	G25524
7866	Fieldwood Energy, LLC	GI	33	A	GI	22	L	8	GAS	Permitted for Abandonment Approved	G08514	G04002
9084	GOM Shelf, LLC	GI	43	AS	GI	19	F/S	10	OIL	Active	G12304	00175
17673	Fieldwood Energy, LLC	GI	54	#2	GI	47	L	4	BLKO	Permitted for Abandonment Approved	G28528	G27173
5470	Fieldwood Energy, LLC	HI	A356	Valve	HI	A343	HIOS	12	GAS	Out of Service	G04050	G02754
6504	Fieldwood Energy, LLC	HI	A595	D	HI	573	B	8	OIL	Out of Service	G28525	G02721
6669	Fieldwood Energy, LLC	HI	A 376	A	HI	A 356	12 SSTI	10	GAS	Out of Service	G05238	G02754
6669	Fieldwood Energy, LLC	HI	A 376	Platform A	HI	A 356	12 SSTI W/PSN 10882	10	GAS	Out of Service	G05238	G02754
10882	Fieldwood Energy, LLC	HI	A356	10SST	HI	A356	12SSTI	12	GAS	Out of Service	G04051	G02754
11841	Fieldwood Energy, LLC	HI	A 545	JA	HI	A 547	B	6	BLKG	Permitted for Abandonment	G20510	G17199
14650	Fieldwood Energy, LLC	HI	201	#1	HI	199	A	6	BLKG	Partial Abandon	G25397	G23199
15401	Fieldwood Energy, LLC	HI	A 341	B	HI	A 340	30" SSTI	812	G/C	Active	G26938	G25605
15581	Fieldwood Energy, LLC	HI	120	A	HI	128	SSTI	6	G/C	Out of Service	G26968	G24730
16077	Fieldwood Energy, LLC	HI	130	#2	HI	165	8-inch SSTI	8	BLGH	Partial Abandon	G28284	G25579
18789	Fieldwood Energy, LLC	HI	116	Platform A	HI	71	16-inch SSTI	16	G/C	PABN	G28649	G06156
9032	Fieldwood Energy, LLC	MC	311	A	MC	312	8 SSTI	8	OIL	Active	G11747	G02968
3472	Fieldwood Energy, LLC	MP	140	B	MP	56	F/S	18	BLKG	Out of Service	G13511	G02193
5917	GOM Shelf, LLC	MP	311	A	MP	313	12 SSTI	8	OIL	Out of Service	G13466	G02213
7143	Fieldwood Energy, LLC	MP	310	A	MP	297	12 SSTI	6	OIL	Out of Service	G07100	G04126
13100	Fieldwood Energy, LLC	MP	259	A	VK	739	#01	5	UMB	Out of Service	G22377	G07827
15818	Fieldwood Energy Offshore LLC	MP	77	A	MP	151	18"SSTI	8	GAS	Out of Service	G28221	G04481
5408	Fieldwood Energy, LLC	PL	10	B	PL	13	20 SSTI	8	OIL	Out of Service	G09317	G02925
16044	Fieldwood Energy, LLC	PL	9	#10	PL	10	B	6	BLKG	Out of Service	G28276	G02924
4008	Fieldwood Energy, LLC	SM	268	A	SS	28	A	12	OIL	Out of Service	G02816	G34284
4647	Fieldwood Energy, LLC	SM	149	6"SSTI	SM	132	B	6	BLKO	Out of Service	G03432	G02592
5427	Fieldwood Energy, LLC	SM	281	E	SM	268	A	12	SPLY	Out of Service	G02817	G02600
5429	Fieldwood Energy, LLC	SM	281	C	SM	281	12 SSTI	10	SPLY	Out of Service	G02817	G02600
6512	Fieldwood Energy, LLC	SM	281	C	SM	268	D	10	BLKO	Out of Service	G29131	G02600
6513	Fieldwood Energy, LLC	SM	268	D	SM	268	A	10	BLKO	Out of Service	G29132	G02310
10977	Fieldwood Energy, LLC	SM	268	A	SM	280	#03	3	BLKG	Active	G28756	G14456
11046	Fieldwood Energy, LLC	SM	11	Well No.34	SM	10	A	6	BLKG	Out of Service	G28813	G01182
11047	Fieldwood Energy, LLC	SM	10	A	SM	11	34	3	LIFT	Out of Service	G28812	G01181
11986	Fieldwood Energy, LLC	SM	39	A	SM	33	30 SSTI	8	GAS	Out of Service	G20565	G16320
11987	Fieldwood Energy, LLC	SM	39	A	SM	40	10 SSTI	6	OIL	Out of Service	G20566	G16320
13642	Fieldwood Energy, LLC	SM	280	H	SM	268	A	10	BLKG	Permitted for Abandonment	G28758	G14456
17499	Fieldwood Energy, LLC	SM	269	B	SM	268	A	10	GAS	Active	G28484	G02311
18057	Fieldwood Energy, LLC	SM	11	No.58 Caisson	SM	10	A	4	BLKG	Out of Service	G28815	G01182
18510	Fieldwood Energy, LLC	SM	10	A	SM	287	SSTI	6	GAS	Out of Service	G29113	G01181
18563	Fieldwood Energy, LLC	SM	48	E	SM	39	A	6	G/C	Out of Service	G29128	00786
18583	Fieldwood Energy, LLC	SM	10	A	SM	11	SSTI	4	OIL	Out of Service	G28814	G01181
18802	Fieldwood Energy, LLC	SM	39	A	SM	48	E	3	LIFT	Out of Service	G29182	G16320
4716	Fieldwood Energy, LLC	SP	70	C	SP	60	B	8	GAS	Active	G03436	G01614
15064	FW GOM Pipeline, Inc.	SP	70	A	SP	27	F/S Boundary	10	G/O	Active	G07561	G05051
15598	Fieldwood Energy, LLC	SP	70	C	SP	60	E	6	OIL	Out of Service	G26860	G01614
15626	Fieldwood Energy, LLC	SP	65	A	SP	62	18 SSTI	8	OIL	Out of Service	G01686A	G01610
1137	Fieldwood Energy, LLC	SS	207	A Platform	SS	204	A	4	GAS	Out of Service	G13489	G01523
1138	Fieldwood Energy, LLC	SS	204	A	SS	207	A	6	G/O	Out of Service	G13491	G01520
1147	Fieldwood Energy, LLC	SS	207	A	SS	208	F-Pump	12	OIL	Out of Service	G13492	G01523
6432	Fieldwood Energy, LLC	SS	182	A	SS	169	18 SSTI	6	OIL	Active	G09321	G03998
6538	Fieldwood Energy, LLC	SS	91	A	PL	11	08 SSTI	6	OIL	Out of Service	G05146	G02919
6748	Fieldwood Energy, LLC	SS	169	C Platform	SS	169	18-inch SSTI	6	OIL	Out of Service	G09322	00820
7650	Fieldwood Energy, LLC	SS	178	A	SS	169	18 SSTI	6	OIL	Out of Service	G08054	G05551
10406	Fieldwood Energy, LLC	SS	274	A	EI	259	A	8	OIL	Active	G14731	G01039
10780	Fieldwood Energy, LLC	SS	193	A	SS	183	18 SSTI	6	OIL	Active	G15683	G13917
10781	Fieldwood Energy, LLC	SS	193	A	SS	183	10 SSTI	6	GAS	Active	G15684	G13917
11137	Fieldwood Energy, LLC	SS	129	A	SS	122	18 SSTI	6	OIL	Out of Service	G16084	G12941
11145	Fieldwood Energy, LLC	SS	129	A	SS	149	6 SSTI	6	G/C	Out of Service	G16087	G12941
11480	Fieldwood Energy, LLC	SS	105	A	EI	165	30 SSTI	10	GAS	Out of Service	G18801	G09614
11544	Fieldwood Energy, LLC	SS	126	B	SS	105	A	6	BLKG	Out of Service	G18820	G12940
12778	Fieldwood Energy, LLC	SS	189	A	SS	185	26"SSTI	8	G/C	Out of Service	G22139	G04232
15530	Fieldwood Energy, LLC	SS	183	Flange	SS	169	Flange	10	GAS	Out of Service	G01460	G13917
16036	Fieldwood Energy, LLC	SS	190	Capped End	SS	207	A	4	BLKO	Permitted for Abandonment	G14734	G10775
18837	Fieldwood Energy, LLC	SS	176	C	EI	212	A	6	BLKG	Out of Service	G29190	G33646
20050	Fieldwood Energy, LLC	SS	168	SSTI	SS	168	SSTI	6		Proposed	G28788	00820
5890	Fieldwood Energy, LLC	ST	53	A	ST	52	A	6	OIL	Out of Service	G09319	G04000
7802	Fieldwood Energy, LLC	ST	295	A	ST	296	SS 8487	8	OIL	Active	G08385	G05646
8676	Fieldwood Energy, LLC	ST	206	A	ST	175	T-22	16	G/C	Out of Service	G11146	G05613
9313	Fieldwood Energy, LLC	ST	295	A	ST	295	24 SSTI	8	GAS	Active	G12709	G05646
13462	Fieldwood Energy, LLC	ST	205	G	ST	206	A	8	BLKG	Out of Service	G028821	G05612
13462	Fieldwood Energy, LLC	ST	205	G	ST	206	A	8	BLKG	Out of Service	G29451	G05612
17265	Fieldwood Energy, LLC	ST	68	Caisson No. 1	ST	53	A	6	BLKO	Out of Service	G28385	G04000
17898	Fieldwood Energy, LLC	ST	49	Platform A	ST	35	6-inch SSTI	4	OIL	Out of Service	G28577	G24956
19776	Fieldwood Energy, LLC	ST	295	24" SSTI	ST	292	A	24	GAS	Active	G29376	G05646
13098	Fieldwood Energy, LLC	VK	694	#04	MP	259	A	4	BLKG	Out of Service	G22376	G13055
13099	Fieldwood Energy, LLC	VK	739	SS #3	MP	259	A	4	BLKG	Out of Service	G22377	G07827
13720	Fieldwood Energy, LLC	VK	340	8"SSTI	VK	251	A	8	BLGH	Active	G28221	G04481
13720	Fieldwood Energy Offshore LLC	VK	340	8-inch SSTI	VK	251	Platform A	8	BLGH	Active	G28703	G10933
13721	Fieldwood Energy, LLC	VK	251	A	VK	340	A	3	AIR	Active	G28704	G10930
14876	Fieldwood Energy, LLC	VK	251	A	MP	154	A	4	H2O	Active	G22465	G10930
6113	Fieldwood Energy, LLC	VR	380	A	VR	397	24 SSTI	12	GAS	Out of Service	G04645	G02580
12502	Fieldwood Energy, LLC	VR	326	A Platform	VR	321	22-inch SSTI	6	G/C	Out of Service	G21523	G21096
17090	Fieldwood Energy, LLC	VR	261	A	VR	265	A	8	BLKO	Out of Service	G28347	G03328
18502	Fieldwood Energy, LLC	VR	380	A	VR	398	16" SSTI	6	OIL	Out of Service	G02919	G02580
18502	Fieldwood Energy, LLC	VR	380	Platform A	VR	398	16-inch SSTI	6	OIL	Out of Service	G29109	G02580
2698	Fieldwood Energy, LLC	WC	102	flange	WC	102	G	8	GAS	Out of Service	G021240	00247
3763	Fieldwood Energy, LLC	WC	102	#02	WC	102	08 SSTI	8	GAS	Out of Service	G021240	00247
3986	Fieldwood Energy, LLC	WC	66	A	WC	31	F/S	10	G/O	Active	G03345	

SEGMENTNUMBER	COMPANYNAME	ORGAREA	ORGBLOCK	ORGNAME	RECAREA	RECBLOCK	RECNAME	SIZE	PRODUCT	STATUS	ROWNUMBER	FW Lease:
5343	Fieldwood Energy, LLC	WC	34	D	WC	35	10 SSTI	8	G/O	Out of Service	G28659	G01860
8621	Bandon Oil and Gas, LP	WC	290	A	WC	289	A	6	BLKG	Out of Service	G10532	G04818
9504	Fieldwood Energy, LLC	WC	71	12 SSTI	WC	71	12 SSTI	12	GAS	Out of Service	G04346	00244
14251	Fieldwood Energy Offshore LLC	WC	72	#1	WC	65	JA	4	BLKG	Out of Service	G25275	G23735
15210	Fieldwood Energy, LLC	WC	295	2	HI	120	A-PROCESS	6	BLKG	Out of Service	G26886	G24730
15952	Fieldwood Energy, LLC	WC	33	O	WC	34	D	4	G/O	Out of Service	G28657	G15050

Area	Block No.	Structure	Complex ID No.	Authority No.	FW Lease	Operator	Approval Date	Associated Assets
EI	188	JE	26052	G30268	G10736	Fieldwood Energy LLC	04/18/14	EI 187 JC001, JD001, JD002, 002 & JE002
HI	120	A-PROCESS	10450	G30270	G01848	Fieldwood Energy LLC	08/06/14	WC 295 A001 & A002
SM	132	B	21982	G30329	G02588	Fieldwood Energy LLC	05/06/19	SM 136 C007, SM 149 C001, C002 & C004
ST	206	A	23851	G30291	G05612	Fieldwood Energy LLC	12/11/15	ST 205 G001 & G003
SM	10	A	20706	G30365	G01181	Fieldwood Energy LLC		

Call Sign:

KKS457

WQFI654

WQGX432

WPSH741

KNDQ614

WPXX340

Contract Type	Contract Date	Contract Title	Contract Description
Land	8/7/1953	UA	HI 179 Unit Agreement
Land	10/27/1954	Unit Agreement No. 14-08-001-20221	Grand Isle CATCO Unit Agreement, dated October 27, 1954, between Continental Oil Company and The Atlantic Refining Company, Tide Water Associated Oil Company and Cities Service Oil Company.; Unit No. 891002021
Land	5/1/1995	Unit Operating Agreement	Amendment to Unit Operating Agreement, dated effective May 1, 1995, by and between Conoco Inc., Vastar Resources, Inc., Texaco Exploration and Production Inc. and Oxy USA Inc.
Land	11/21/1955	Unit Agreement No. 14-08-001-2454	West Delta-Grand Isle Unit Agreement, dated November 21, 1955, between Continental Oil Company, as unit operator, and The Atlantic Refining Company, Tidewater Associated Oil Company and Cities Service Production Company, as non-operators, as amended ; Unit No. 891002454
Land	4/10/1956	Unit Agreement	Unit No. 891002891 - SS 32
Land	12/4/1958	OPERATING AGREEMENT	OPERATING AGREEMENT BY AND BETWEEN THE TEXAS COMPANY AND PAN AMERICAN PETROLEUM CORPORATION , AS AMENDED
Land	12/4/1958	Operating Agreement	Operating Agreement eff. 12/4/58
Land	7/25/1960	Operating Agreement	Operating Agreement, dated effective July 25, 1960, as amended, between Second Mobil Oil Company, Inc., Gulf Oil Corporation, and Humble Oil & Refining Company, as amended, SS 169 Field.
Land	8/3/1964	UOA	Operating Agreement eff. 8-3-64
Land	11/2/1964	UA	El 266 Unit Agreement
Land	1/12/1965	Joint Operating Agreement	Main Agreement, dated effective January 12, 1965, between Cities Service Oil Company, Skelly Oil Company, Sunray Oil Company and Tidewater Oil Company, governing operations on the contract area. The Operating Agreement contained in Exhibit "C" of the Main Agreement was superseded by the Joint Operating Agreement eff. 1/1/97
Land	1/21/1966	Unit Agreement No. 14-08-001-8784	Unit No. 891008784 - SS 271
Land	2/26/1966	Offshore Operating Agreement	Operating Agreement by and between Hardy Oil & Gas USA Inc., As Operator and British-Borneo Exploration, Inc. and Zilkha Energy Company, As Non-Operators
Land	6/10/1966	Unit Operating Agreement Ship Shoal	SS 271 Unit Operating Agreement (Unit#891008784) As Amended, originally by and between Forest Oil Corp. as Operator, and Texas Gas Exploration Corp. et al as Non-Operators
Land	2/6/1967	Joint Operating Agreement	OPERATING AGREEMENT BY AND BETWEEN CONTINENTAL OIL COMPANY AND TENNECO OIL COMPANY ET AL, AS AMENDED
Land	1/1/1971	Joint Operating Agreement	PENNZOIL OFFSHORE GAS OPERATORS, INC., MESA PETROLEUM CO., ET AL.
Land	2/1/1971	Joint Operating Agreement	Operating Agreement, dated February 1, 1971, between Tenneco Oil Company and Texaco Inc. Amendment to Operating Agreement, dated effective May 1, 1974, between Tenneco Oil Company, Texaco Inc. and Tenneco Exploration 11, Ltd., whereby Tenneco Exploration II became a party to, and ratified, the operating agreement.
Land	1/1/1972	Joint Operating Agreement	OPERATING AGREEMENT BY AND BETWEEN SIGNAL OIL AND GAS COMPANY AND THE LOUISIANA LAND AND EXPLORATION COMPANY, ET AL.
Land	3/24/1972	Unit Agreement	SP 65 G G-1 Unit Res B Unit Agreement -891012327
Land	5/18/1972	Unit Agreement	SP 65 G G-1 Unit Res A Unit Agreement -891012332
Land	5/18/1972	Unit Agreement	SP 65 G2-G3 Unit Agreement-891012333
Land	1/1/1973	Offshore Operating Agreement	Offshore Operating Agreement* (VR 369/386+) *Unit Operating Agreement supersedes JOperating Agreement 1/1/1973
Land	8/1/1973	Joint Operating Agreement	OPERATING AGREEMENT BY AND BETWEEN MOBIL OIL CORPORATION AND UNION OIL COMPANY OF CALIFORNIA ET AL.
Land	8/1/1973	Offshore Operating Agreement	Operating Agreement eff. 8-1-73
Land	8/1/1973	Offshore Operating Agreement	Operating Agreement eff. 8-1-73
Land	8/1/1973	Offshore Operating Agreement	Operating Agreement eff. 8/1/73
Land	8/1/1973	Offshore Operating Agreement	Operating Agreement eff. 8/1/73
Land	5/1/1974	Joint Operating Agreement	OPERATING AGREEMENT BY AND BETWEEN PENNZOIL OFFSHORE GAS OPERATORS, INC. AND PENNZOIL LOUISIANA AND TEXAS OFFSHORE, INC. ET AL.
Land	7/1/1974	Joint Operating Agreement	OPERATING AGREEMENT DATED JULY 1, 1974, BY AND BETWEEN MOBIL OIL CORPORATION, UNION OIL COMPANY OF CALIFORNIA, TEXAS GAS EXPLORATION CORPORATION, AMOCO PRODUCTION COMPANY AND NORTHWEST MUTUAL LIFE INSURANCE COMPANY, AS AMENDED.
Land	7/1/1974	Joint Operating Agreement	OPERATING AGREEMENT DATED JULY 1, 1974, BY AND BETWEEN MOBIL OIL CORPORATION, UNION OIL COMPANY OF CALIFORNIA, TEXAS GAS EXPLORATION CORPORATION, AMOCO PRODUCTION COMPANY AND NORTHWEST MUTUAL LIFE INSURANCE COMPANY, AS AMENDED.
Land	7/1/1974	Joint Operating Agreement	OPERATING AGREEMENT DATED JULY 1, 1974, BY AND BETWEEN MOBIL OIL CORPORATION, UNION OIL COMPANY OF CALIFORNIA, TEXAS GAS EXPLORATION CORPORATION, AMOCO PRODUCTION COMPANY AND NORTHWEST MUTUAL LIFE INSURANCE COMPANY, AS AMENDED.
Land	9/3/1974	FO	Farmout Agreement by and between CNG Producing Company, Columbia Gas Development Corporation and Forest Oil Corporation
Land	12/1/1974	Joint Operating Agreement	PENNZOIL OFFSHORE GAS OPERATORS, INC. AND PENNZOIL LOUISIANA AND TEXAS OFFSHORE, INC. ET AL.
Land	4/23/1975	Joint Operating Agreement	Operating Agreement eff. 4-23-75
Land	7/1/1975	Joint Operating Agreement	Operating Agreement eff. 7/1/75 by and between Mesa Petroleum as Operator and American Natural Gas Production Co, et al
Land	3/1/1976	Joint Operating Agreement	Operating Agreement eff. 3-1-76 b/b POGO, Mesa and Mobil, et al
Land	4/1/1976	Joint Operating Agreement	Operating Agreement eff. 4-1-76 as amended
Land	4/1/1977	Unit Operating Agreement	UNIT OPERATING AGREEMENT BY AND BETWEEN DEVON ENERGY PRODUCTION , APACHE CORPORATION, ET AL.
Land	4/1/1977	Unit Agreement No. 14-08-0001-16943	Unit Agreement, JD Sand, Reservoir A, Eugene Island Block 330 Field (Unit Number 891016943), dated effective April 1, 1977, naming Pennzoil Oil & Gas, Inc., as Operator, and Texaco Inc. and Shell Oil Company, as sub-operators
Land	12/12/1977	Unit Agreement	Unit Agreement (VR 369 Unit Area) 12/12/1977
Land	12/23/1977	Unit Operating Agreement	Unit Operating Agreement* (VR 369 Unit Area) *UOperating Agreement supersedes JOperating Agreement 12/23/1977
Land	1/1/1978	UOA	HI 179 Unit Operating Agreement
Land	5/2/1978	FO	FARMOUT AGREEMENT EFFECTIVE MAY 2, 1978, BY AND BETWEEN ENSERCH, FARMOR, AND ANADARKO, FARMEE.
Land	11/1/1978	OA	Operating Agreement eff. 11/1/78
Land	11/17/1978	FO	Farmout Agreement dated November 17, 1978 between Gulf Oil Corporation and Shell Oil Company covering the Northeast Quarter (NE/4) of that certain Oil and Gas Lease dated July 1, 1967 bearing Serial No. OCS-G 1609, South Pass Area Block 61.
Land	3/1/1979	Joint Operating Agreement	OPERATING AGREEMENT DATED MARCH 1, 1979, BY AND BETWEEN UNION OIL COMPANY OF CALIFORNIA AND MOBIL OIL EXPLORATION & PRODUCTION SOUTHEAST INC.
Land	9/15/1979	Joint Operating Agreement	OPERATING AGREEMENT EFFECTIVE SEPTEMBER 15, 1979, BY AND BETWEEN ANADARKO PRODUCTION CO, AS OPERATOR, AND PAN EASTERN EXPLORATION COMPANY, DIAMOND SHAMROCK CORPORATION, COLUMBIA GAS DEVELOPMENT CORPORATION, TEXASGULF, INC, AND SAMEDAN OIL CORPORATION, NON-OPERATORS.
Land	12/1/1979	OFFSHORE OPERATING AGREEMENT	OFFSHORE OPERATING AGREEMENT b/b SHELL OIL COMPANY and FLORIDA EXPLORATION COMPANY, ET AL.
Land	4/1/1981	Unit Operating Agreement	Unit Operating Agreement; dated April 1, 1981, by and between Conoco Inc., Atlantic Richfield Company, Getty Oil Company, Cities Service Company, Placid Oil Company, Hamilton Brother Oil Company, Mobil Oil Exploration and Producing S.E., Inc., Gulf Oil Corporation, Hunt Oil Company, Highland Resources, Inc., Hunt Industries and Prosper Energy Corporation, comprising all working interest owners in the Ship Sho Operating Agreement Blocks 206, 207, OCS-G:1523 and OCS-G 1523, respectively.
Land	9/1/1981	Joint Operating Agreement	Operating Agreement 9/1/1981
Land	9/1/1981	Joint Operating Agreement	Offshore Operating Agreement 9/1/1981
Land	1/1/1982	Joint Operating Agreement	OPERATING AGREEMENT BY AND BETWEEN SOHIO PETROLEUM COMPANY AND EXXON CORPORATION
Land	4/28/1982	Letter Agreement	Letter Agreement dated April 28, 1982 between Gulf Oil Corporation and Shell Oil Company evidencing an agreement for Gulf Oil Company to install a Drilling Platform in the Northeast Quarter (NE/4) South Pass Area Block 61.
Land	11/1/1982	UNIT AGREEMENT FOR OUTER CONTINENTAL SHELF, 'N' SERIES	UNIT AGREEMENT BY AND BETWEEN CONOCO INC. AND CITIES SERVICE COMPANY ET AL.
Land	1/1/1983	ORRI	Conveyance of Overriding Royalty Interests, dated effective January 1, 1983, creating the Tel Offshore Trust, and granting an overriding royalty interest, equivalent to 25% net profits interest, in all of Tenneco Exploration, Ltd.'s oil and gas properties



Land	7/1/1983	UOA	EI 212 Unit Operating Agreement
Land	8/4/1983	Area of Mutual Interest Agreement	Area of Mutual Interest Agreement effective August 4, 1984 BY AND BETWEEN APACHE CORPORATION AND SHELL OFFSHORE CONTIGUOUS BLOCK TO SHELL VENTURE PROPERTY THAT MAY TRIGGER AMI RESPONSIBILITY REGARDING FUTURE PURCHASE OR BID OF TRACTS COVERING GEOLOGIC STRUCTURE COMMON TO EXISTING SHELL VENTURE PROPERTY
Land	7/1/1984	Unit Agreement	UNIT AGREEMENT BY AND BETWEEN SHELL OFFSHORE INC. AND FLORIDA EXPLORATION
Land	7/1/1984	UOA	MP 310 Unit Operating Agreement
Land	1/1/1985	OA	Operating Agreement eff. 1/1/85
Land	6/3/1985	Consent to Assign	Consent to Assignment of Interest, dated June 3, 1985, between Tenneco Exploration, Ltd. and Texaco Inc., as Grantors of Consent, and Hufco Petroleum, as Assignor, and L. S. Holding Company, AE Investments, Inc., Colton Gulf CO Operating Agreement, Inc., and Hufco 1982 Exploration Limited Partnership, as Assignees, assigning all of Hufco Petroleum's record title interest to the Assignees.
Land	5/1/1986	Assignment	Assignment, dated effective May 1, 1986, whereby Tenneco Exploration, Ltd. transferred all of its interests in Block 342, Eugene Island Area, Official Leasing Map No. 4A, to Plumb Offshore, Inc., subject to the reservation of an overriding royalty interest.
Land	7/2/1986	FARMOUT AGREEMENT	Farmout Agreement 7/2/1986
Land	10/31/1986	Assignment	Assignment of Interest, dated effective October 31, 1986, whereby Tenneco Exploration, Ltd. transferred all of its interests in Block 342, Eugene Island Area, Official Leasing Map No. 4A, to Tenneco Oil Company.
Land	11/2/1987	SIMULTANEOUS EXCHANGE AGREEMENT	EXCHANGE AGREEMENT BY AND BETWEEN SHELL OFFSHORE INC AND CONOCO INC
Land	3/3/1988	PA	PARTICIPATION AGREEMENT EFFECTIVE MARCH 3, 1988, BY AND BETWEEN WESTPORT OIL AND GAS COMPANY, INC. AND BASIN EXPLORATION, INC.
Land	6/7/1988	UA	EI 212 Unit Agreement
Land	10/31/1988	FO	Farmout Agreement 10/31/1988
Land	1/1/1989	OPERATING AGREEMENT	WD/GI UOA - CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL
Land	1/1/1989	OPERATING AGREEMENT	GI CATCO UOA - CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL Unit No. 891002021
Land	1/1/1989	OPERATING AGREEMENT	CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL
Land	1/1/1989	OPERATING AGREEMENT	CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL
Land	1/1/1989	OPERATING AGREEMENT	CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL
Land	1/1/1989	OPERATING AGREEMENT	CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL
Land	1/1/1989	OPERATING AGREEMENT	CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL
Land	1/1/1989	OPERATING AGREEMENT	CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL
Land	1/1/1989	UOA	EI 266 Unit Operating Agreement
Land	1/1/1989	OA	CATCO Operating Agreement eff. 1/1/89 by and between Conoco, Richfield, Texaco, et al
Land	1/1/1989	OA	Operating Agreement 1/1/89
Land	3/10/1989	FO	Ratification of Farmout Agreement 3/10/1989
Land	5/2/1989	Letter Agreement	Letter Agreement, dated May 2, 1989, between Southern Natural Gas Company and Chevron U.S.A. Inc., concerning the "Construction, Installation, Operation and Maintenance of Measurement and Pipeline Facilities " for receipt points at various locations on the OCS, including Main Pass 77 'A' platform (as amended). Consent Sec. 10.
Land	7/1/1989	OA	Operating Agreement eff. 7/1/89
Land	12/15/1989	FO	FARMOUT AGREEMENT BY AND BETWEEN SHELL OFFSHORE INC., ET AL. AND CNG PRODUCING
Land	7/1/1990	UA & UOA	MP 255 Unit Agreement and Unit Operating Agreement
Land	10/1/1990	Joint Operating Agreement	RATIFICATION AND AMENDMENT NUMBER 1 TO JOINT OPERATING AGREEMENT DATED OCTOBER 1, 1990, BY AND BETWEEN CONOCO INC. AND TEXAS PRODUCING INC.
Land	1/1/1991	PA	Offshore Participation Agreement, dated effective January 1, 1991, between Unocal Exploration Corporation, The Northwestern Mutual Life Insurance Company, and Hardy Oil & Gas USA Inc., BA A105.
Land	4/15/1991	OA	Operating Agreement eff. 4-15-91 b/b Conoco and Shell
Land	5/1/1991	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN TEXACO EXPLORATION AND PRODUCTION INC., MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST ET AL
Land	6/1/1991	UA	UNIT AGREEMENT, SOUTH TIMBALIER BLOCK 295 FIELD UNIT BY AND BETWEEN SHELL OFFSHORE INC. AND APACHE CORPORATION, ET AL.
Land	7/1/1983	UOA	ST 295 UOA. As amended
Land	8/15/1991	OA	HI A442 Operating Agreement C-02-0004194
Land	9/10/1991	Letter Agreement	LETTER AGREEMENT BY AND BETWEEN ATLANTIC RICHFIELD COMPANY AND EXXON CORPORATION
Land	10/1/1991	FO	FO and Operating Agreement dated 10/1/91 between Torch Energy Advisors Inc et al and Hall-Houston Oil Company
Land	4/1/1992	Unit Agreement	Unit Agreement for Outer Continental Shelf Exploration, Development and Production Operations on the South Pass Block 60 Unit (Blocks 6.17, 59, 60, 66 and 67) South Pass Area, Offshore Louisiana Outer Continental Shelf, Contract No. 754394018, as amended
Land	4/1/1992	Unit Agreement	Amendment to Unit Agreement. For Outer Continental Shelf Exploration, Development and Production Operations on the South Pass Block 60 Unit (Blocks 6.17, 59, 60, 66 and 67) South Pass Area, Offshore Louisiana Outer Continental Shelf (Contract No. 754394018) to expand the Unit Agreement to include the NE/4 of the NW/4 of Block 61, OCS-G 1609, South. Pass Area.
Land	5/2/1992	ABOS	Agreement and Bill of Sale, dated effective May 2, 1992, between Union Oil Company of California, as Seller, and The Northwestern Mutual Life Insurance Company and Hardy Oil & Gas USA Inc., as Buyers, selling 43.75% interest in the BA A-105 "A" Platform, equipment and pipeline, to NW Mutual 31.25%, and Hardy 12.50%.
Land	6/25/1992	Letter Agreement	Letter Agreement, dated June 25, 1992, between Chevron U.S.A. Inc. ("Chevron") and Southern Natural Gas Company ("Southern"), concerning the "Interconnection of Pneumatic Chart Recorders Permit - Various Meter Stations, Offshore Louisiana ", whereby Chevron obtained consent from Southern for Chevron to connect, operate and maintain pneumatic chart recorders on various of Southern's existing meter stations, offshore, Louisiana (including Main Pass Area Block 77 "A" platform).
Land	7/1/1992	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN ATLANTIC RICHFIELD COMPANY AND SAMEDAN OIL CORPORATION
Land	7/1/1992	OA	Operating Agreement 7-1-92 b/b Kerr-McGee and Samedan
Land	1/1/1993	Unit Operating Agreement	Unit Operating Agreement eff. 1-1-93
Land	2/15/1993	Letter Agreement	Letter Agreement, dated effective February 15, 1993, between Chevron U.S.A. Inc. ("Chevron") and Southern Natural Gas Company ("Southern"), concerning the "Interconnection of Pneumatic Chart Recorders Permit - Various Meter Stations, Offshore Louisiana", whereby Chevron and Southern agree to amend and replace Exhibit "A" to that certain Letter Agreement, dated June 25, 1992 (described hereinabove).
Land	4/2/1993	ABOS	Bill of Sale, dated April 2, 1993, from Southern Natural Gas Company ("Southern") to Chevron U.S.A. Inc. ("Purchaser"), whereby Southern sells to Purchaser certain Barton chart recorders and appurtenant equipment located at various of Southern's existing meter stations, offshore, Louisiana (including Main Pass Area Block 77 "A" platform).
Land	5/7/1993	Letter Agreement	Letter Agmt. dated 5-7-1993 b/b Shell Offshore Inc. and Freeport McMoran Oil and Gas Company.
Land	6/1/1993	FO	Farmout Agmt. eff. 6-1-1993 b/b Shell Offshore Inc. and Samedan Oil Corporation.
Land	6/11/1993	Joint Operating Agreement	Operating Agreement eff. 6-11-1993 b/b Samedan Oil Corporation and British Borneo Exploration Inc., et al
Land	8/1/1993	Assignment	Assignment of Interest in Oil and Gas Lease (OCS-G 13944) effective date 08/01/93 from Anadarko Petroleum Corporation, Assignor, to Phillips Petroleum Company, Assignee, 50% of its right, title and interest in OCS-G 13944, GI Block 116, South Addition.
Land	8/16/1993	Joint Operating Agreement	Amendment to Operating Agreement, dated August 16, 1993, between Express Acquisition Company and Torch Energy Advisors Inc.
Land	12/30/1993	OA	WD 90, WD 103 Operating Agreements 12-30-1993

Land	1/1/1994	Joint Operating Agreement	BP EXPLORATION & OIL INC. AND SHELL OFFSHORE INC ET AL
Land	1/1/1994	Co-Development Agreement and Amendment to Unit Operating Agreement	Co-Development Agreement and Amendment to Unit Operating Agreement originally by and between CNG Producing Company & Columbia Gas Development Corp., et al
Land	1/21/1994	Unit Operating Agreement	Unit Operating Agreement for the Viosca Knoll .252 Unit, by and between Samedan Oil Corporation, as Operator, and Continental Land & Fur Co., Inc., dated effective January 21,1994. Preferential Right to Purchase - 15 Days. [Section 26.2]
Land	2/1/1994	JOA	Operating Agreement eff. 2/1/94
Land	2/10/1994	JDA	JOINT DEVELOPMENT AGREEMENT DATED FEBRUARY 10, 1994, BY AND BETWEEN PENNZOIL EXPLORATION AND PRODUCTION COMPANY, SONAT EXPLORATION COMPANY AND UNION OIL COMPANY OF CALIFORNIA - TERMINATED BY LETTER AGREEMENT DATED MARCH 10, 1999.
Land	2/11/1994	Unit Agreement	Unit Agreement For Outer Continental Shelf Exploration, Development and Production Operations on theViosca Knoll 252 Unit designated Contract No. 754394013, by the Minerals Management Service, dated effective February 11, 1994, executed by Samedan Oil Corporation (as Unit Operator) and Chevron U.S.A. Inc.(as a working interest owner).
Land	6/1/1994	Joint Operating Agreement	OPERATING AGREEMENT DATED JUNE 1, 1994, BY AND BETWEEN NORCEN EXPLORER, INC., OPERATOR, AND DALEN RESOURCES OIL & GAS CO.
Land	6/6/1994	Letter Agreement	Letter Agreement, dated June 6, 1994, whereby Chevron U.S.A. Inc. approves, adopts and recognizes the Unit Operating Agreement, dated January 21, 1994 for the Viosca Knoll 252 Unit
Land	6/9/1994	Letter Agreement	Letter Agreement, dated June 9, 1994, by and between Chevron U.S.A. Inc., Samedan Oil Corporation and Continental Land & Fur Co., Inc.
Land	6/24/1994	OA	Operating Agreement eff. 6-24-94
Land	7/1/1994	OA	Operating Agreement 7/1/1974
Land	7/7/1994	Letter Agreement	LETTER AGREEMENT BY AND BETWEEN POGO PRODUCING COMPANY AND COCKRELL OIL AND GAS, L.P., ET AL
Land	7/15/1994	Letter Agreement	LETTER AGREEMENT DATED JULY 15, 1994 BY AND BETWEEN STONE ENERGY CORPORATION AND DAVID U. MELOY.
Land	9/1/1994	UOA	EI 89 Field UOperating Agreement 9/1/94
Land	9/1/1994	FARMOUT AGREEMENT	Farmout Agmt Eff. 9-1-94
Land	10/19/1994	JDA	Joint Venture Development Agreement, dated October 19,1994',between Norcen Explorer, Inc. and Texaco Exploration and Production, Inc. forming a working-interest unit comprising portions of Ship .ShOperating Agreementl Block 206 and OCS-G 1523;Ship ShOperating Agreementl Block 207;
Land	11/16/1994	JDA	Joint Venture Development Agreement, dated November 16<1994, between Norcen Explorer, Inc., Texaco Exploration and1 Production, Inc., Industries, TheGeorge R. Brown Partnership, JOC Venture, LamarHunt Trust Estate, Mobil Oil Exploration SoproducingSoutheast Inc., and Hunt Oil Company, covering all of Blocks 206 and 207 Ship ShOperating Agreementl Area.
Land	11/30/1994	JDA	Amendment to Joint Venture Development Agreement, dated November30,1994, between iNorcen Explorer, 'Inc., Texaco Exploration, and Production; Inc., Hunt Industries, The George.R..Brown Partnership, JOG Venture, Lanlar Hunt Trust Estate, Mobil Oil Exploration &eProducing Southeast Inc., and Hunt Oil Company, covering all of Blocks 206 and 207 Ship ShOperating Agreementl Area.
Land	3/28/1995	Letter Agreement	LETTER AGREEMENT DATED MARCH 28,1995, BY AND BETWEEN STONE ENERGY CORPORATION AND DAVID U. MELOY, ET AL.
Land	4/6/1995	JDA	Amendment tp Joint Venture Development Agreement, dated April 6, 1995, between Norcen. Explorer, Inc., Texaco Exploration and Production; Inc., Hunt Industries, The George R. Brown, Partnership; JOC Venture, Lamar Hunt Trust Estate, Mobil Oil Exploration 8l Producing Southeast Inc., and Hunt Oil Company, covering: all ofl Blocks.206 and 207 Ship ShOperating Agreementl Area.
Land	5/1/1995	Joint Operating Agreement	AMENDMENT TO OPERATING AGREEMENT DATED MAY 1, 1995, BY AND BETWEEN CONOCO INC. AND VASTAR RESOURCES, INC., ET AL.
Land	7/1/1995	Joint Operating Agreement	OFFSHORE OPERATING AGREEMENT EFFECTIVE JULY 1, 1995, BY AND BETWEEN NORCEN EXPLORER, INC. OPERATOR, DALEN RESOURCES OIL & GAS CO AND GLOBAL NATURAL RESOURCES CORPORATION OF NEVADA COVERING PORTIONS OF BLOCK 117 AND 118, EUGENE ISLAND, AS AMENDED TO EXCLUDE JOINT DEVELOPMENT ACREAGE.
Land	10/1/1995	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN AMERADA HESS CORPORATION AND VASTAR RESOURCES INC.
Land	11/8/1995	Letter Agreement	LETTER AGREEMENT BY AND BETWEEN FORCENERGY GAS EXPLORATION INC. AND ENERGY INVESTMENTS INC.
Land	12/14/1995	LOI	REVISED LETTER OF INTENT (FARMOUT) DATED DECEMBER 14, 1995, BY AND BETWEEN ENSERCH EXPLORATION, INC. AND PETROBRAS AMERICA, INC.
Land	2/23/1996	JOINT DEVELOPMENT AGREEMENT	JOINT DEVELOPMENT AGREEMENT BY AND BETWEEN APACHE CORPORATION, W & T, DEVON, NCK
Land	3/7/1996	Conditional Letter of Acceptance to Exploration Agreement	Letter Agreement by and between Hardy Oil & Gas USA, Inc., British-Borneo Exploration by Hardy Oil & Gas USA, inc., British Borneo Exploration, Inc. and Zilkha Energy Company
Land	3/7/1996	JDA	JOINT DEVELOPMENT AREA AGREEMENT DATED MARCH 7, 1996, BY AND BETWEEN LOUISIANA LAND AND EXPLORATION COMPANY AND ENSERCH EXPLORATION, INC, ET AL COVERING PORTIONS OF BLOCKS 107, 108, 118 AND 117, EUGENE ISLAND.
Land	9/1/1996	Joint Operating Agreement	JOA BY AND BETWEEN CAIRNE ENERGY USA, INC. AND NORCEN EXPLORER, INC. ET AL.
Land	9/1/1996	OA	Offshore Operating Agreement 9/1/1996
Land	9/3/1996	OA	Operating Agreement (depths below 9000' on VR 392 & VR 408; and all depths VR 407) 9/3/1996
Land	12/15/1996	OA	Operating Agreement eff. 12-15-96 b/b Vastar and Union
Land	1/3/1997	Joint Operating Agreement	Operating Agreement eff. 1-3-1977 b/b Transco Exploration Company, as Operator, and Freeport Oil Company, Energy Development Corporation, Pioneer Production Corporation, et al
Land	1/21/1997	Assignment	Assignment of Record Title effective date 01/21/97 from Phillips Petroleum Company to SOI. SOI will acquire a 50.0% of 6/6ths interest in OCS-G 13944, Gi Block 116, South Addition.
Land	1/21/1997	PSA	Purchase and Sale Agreement between Phillips Petroleum Company ("Seller") and SOI ("Purchaser"), whereby Phillips reserves a prop0tionately reduced 10% of 6/6ths Overriding Royalty Interest in OCS-G 13944, effective date 01/21197
Land	5/1/1997	Joint Operating Agreement	Amendmenit to Operating Agreement, dated effective May 1,1997, between GOM Shelf, LLC, and ChevronTexaco and Kerr-McGee Oil & Gas Corporation, amending Exhibit "A" to reflect a new division of interest.
Land	7/7/1997	Letter Agreement	Letter Agreement, dated July 7, 1997, by and between Chevron U.S.A. Inc. and Samedan Oil Corporation,concerning of the OCTSG 10930 Well #1 in Viosca Knoll Block 251 to a proposed depth of 22,500' and certain earning and assignment provisions, more fully described therein.
Land	10/1/1997	UOA	MI 623 Unit Operating Agreement
Land	10/1/1997	UOA	SP 65 G G-1 Unit Res A UOperating Agreement
Land	10/1/1997	UOA	SP 65 G G-1 Unit Res B UOperating Agreement
Land	10/1/1997	UOA	SP 65 G2-G3 UOperating Agreement
Land	10/1/1997	OA	SP 61, 70 Joint Operating Agreement eff. 10-1-97
Land	12/18/1997	PA	PARTICIPATION AGREEMENT BY AND BETWEEN SHELL OFFSHORE INC. AND WESTPORT OIL AND GAS COMPANY INC.
Land	2/1/1998	Joint Operating Agreement	OPERATING AGREEMENT BY AND BETWEEN SHELL OFFSHORE INC. AND WESTPORT OIL AND GAS COMPANY INC
Land	2/28/1998	Letter Agreement	Letter Agreement dated 02/28/98 between CNG Producing Company, et al, and SOI and Anadarko Petroleum Corporation, whereby SOI acquires 50% working interest in Gi Block 110.
Land	3/1/1998	Unit Operating Agreement	UNIT OPERATING AGREEMENT DATED MARCH 1, 1998, BY AND BETWEEN ANADARKO PETROLEUM CORPORATION AND SHELL OFFSHORE INC. UNIT NO.754398019
Land	3/1/1998	Unit Agreement	UNIT AGREEMENT FOR OUTER CONTINENTAL SHELF EXPLORATION, DEVELOPMENT, AND PRODUCTION OPERATIONS ON THE GRAND ISLE BLOCK 116 UNIT, DATED MARCH 1, 1998, BY AND BETWEEN ANADARKO PETROLEUM CORPORATION, AND SHELL OFFSORE INC. UNIT NO.754398019
Land	3/1/1998	ORRI	Assignment of Overriding Royalty Interest, dated effective 03/01/98, whereby ANADARKO and SOI assigns 1 % (of 6/6ths) ORRI to BHP, CNG and Amoco, re: Gi 111OCS-G18069, Gi 116 OCS-G 13944, Gi 110OCS-G13943.

Land	3/1/1998	Assignment	Record Title Assignment of Oil and Gas Lease (OCS-G 13943) effective date 03/01/98 whereby BHP Petroleum (GOM) Inc., (Assignor) assigns to SOI and Anadarko Petroleum Corporation (Assignees) a 25% of 6/6ths, equally to Assignees, being of all right, title and interest, covering OCS-G 13943, GI Block 110, South Addition.
Land	3/1/1998	ORRI	Assignment of Overriding Royalty Interest, dated effective 03/01/98, whereby ANADARKO and SOI assigns 1 % (of 6/6ths) ORRI to BHP, CNG and Amoco, re: GI 1110CS-G18069, GI 116 OCS-G 13944, GI 1100CS-G13943.
Land	3/2/1998	LA	LETTER AGREEMENT DATED MARCH 2, 1998, BY AND BETWEEN ANADARKO PETROLEUM CORPORATION, ET AL. AND AMOCO PRODUCTION COMPANY, ET AL.
Land	3/3/1998	PA	PARTICIPATION AGREEMENT BY AND BETWEEN WESTPORT OIL AND GAS COMPANY INC. AND BASIN EXPLORATION INC.
Land	3/13/1998	Joint Operating Agreement	AMENDMENT TO OPERATING AGREEMENT DATED MARCH 13, 1998, BY AND BETWEEN TEXACO EXPLORATION AND PRODUCTION INC. AND VASTAR RESOURCES, INC.
Land	4/1/1998	JVA	JOINT VENTURE AGREEMENT - SPECTER PROSPECT DATED APRIL 1, 1998 BY AND BETWEEN SHELL OFFSHORE, INC. AND ELF EXPLORATION INC. ET AL., as amended.
Land	4/1/1998	Joint Operating Agreement	OFFSHORE OPERATING AGREEMENT DATED APRIL 1, 1998, BY AND BETWEEN SHELL OFFSHORE INC. AND SNYDER OIL CORPORATION, ET AL.
Land	4/6/1998	Letter Agreement	LETTER (ELF OFFERS NIPPON PART OF THE Cooperating AgreementSTAL INTEREST) DATED APRIL 6, 1998, BY AND BETWEEN ELF EXPLORATION INC. AND NIPPON OIL EXPLORATION U.S.A. LIMITED
Land	4/6/1998	JVA	AMENDMENT TO JOINT VENTURE AGREEMENT- ELF ASSUMES Cooperating AgreementSTAL POSITION DATED APRIL 6, 1998 ELF EXPLORATION INC. AND Cooperating AgreementSTAL O&G CORPORATION.
Land	4/7/1998	Assignment	Assignment of Record Title Interest, dated 4/7/98, whereby SOI assigns 12.5% Record Title to OBI regarding GI 116, OCS-G 13944.
Land	4/10/1998	FO	FARMOUT AGREEMENT DATED APRIL 10, 1998, BY AND BETWEEN Cooperating AgreementSTAL O&G CORPORATION AND NIPPON OIL EXPLORATION U.S.A. LIMITED.
Land	4/13/1998	Letter Agreement	LETTER- NIPPON TAKES ITS SHARE OF Cooperating AgreementSTAL F/O & SHARE OF ELF'S INTEREST DATED APRIL 13, 1998, BY AND BETWEEN ELF EXPLORATION INC., Cooperating AgreementSTAL O&G CORPORATION AND NIPPON OIL EXPLORATION U.S.A. LIMITED.
Land	7/1/1998	Farmout Agreement	FO by and between Energy Development Corp & Juniper Energy Kp
Land	7/12/1998	Joint Operating Agreement	JOINT OPERATING AGREEMENT DATED JULY 12, 1998 BY AND BETWEEN RANGER OIL COMPANY, THE HOUSTON EXPLORATION COMPANY AND SPINNAKER EXPLORATION COMPANY, L.L.C.
Land	11/5/1998	JVA	ADDENDUM TO JOINT VENTURE AGREEMENT DATED NOVEMBER 5, 1998, BY AND BETWEEN SHELL OFFSHORE INC. AND NIPPON OIL EXPLORATION U.S.A. LIMITED, ET AL.
Land	2/11/1999	OA	Operating Agreement eff. 2-11-99
Land	6/1/1999	AREA OF MUTUAL INTEREST	AREA OF MUTUAL INTEREST BY AND BETWEEN OCEAN ENERGY INC. AND DUKE ENERGY HYDROCARBONS, LLC
Land	8/5/1999	EA	EXPLORATION AGREEMENT DATED AUGUST 5, 1999 BY AND BETWEEN RANGER OIL COMPANY, THE HOUSTON EXPLORATION COMPANY AND SPINNAKER EXPLORATION COMPANY, L.L.C.
Land	11/18/1999	Letter Agreement	Letter Agreement, dated November. 18, 1999, by and between Chevron U.S.A. tic. and Samedan Oil Corporatidiri being a COPAS Amendment to Unit Operating Agreement for the Viosca Knoll 252 Unit concerning Subpart (i:) of Section m. "Overhead", andimade effective January 1,2000.
Land	12/1/1999	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN FORCENERGY INC. AND MAKO OFFSHORE EXPLORATION, INC., ET AL.
Land	11/1/1980	Joint Operating Agreement	Operating Agreement, Main Pass Area, Blocks 77 and 78, Gulf of Meidco, dated effective November 1, 1980,between Gulf Oil Corporation, Texoma Production Company, The Anschutz Corporation, NICOR Exploration Company, and The Superior Oil Company, covering the federal Oil and Gas Lease OCS-G 4481, Blocks 77-and78 Main Pass Area, Offshore Louisiana, a true copy of the original is recorded in C.O.B. 592, Folio 658, Plaquemines Parish, Louisiana.
Land	12/15/1999	Letter Agreement	Letter Agreement, dated December 15, 1999, between Apache Corporation, Chevron U.S.A. Production Company, Kelley Oil Corporation, Key Production Company, Mobil Exploration & Producing U.S. Inc. and Sabco Oil and Gas Corporation, regarding the OCS-G 4481 #A-23 Well, Main Pass Block 77, Main Pass Block 151 Field, Offshore. LA. Note: only have Key's executed cop
Land	1/1/2000	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN OCEAN ENERGY, INC., MCMORAN OIL & GAS LLC., ET AL.
Land	1/31/2000	FO	Farmout Letter Agreement 1/31/2000
Land	2/7/2000	OA	Operating Agreement eff. 2-7-00
Land	5/1/2000	OA	Operating Agreement eff. 5/1/00
Land	8/4/2000	FO	Farmout Agreement 8/4/2000
Land	11/17/2000	PA	Participation Agreement and Operating Agreement 11-17-00 b/b Samedan and Stone
Land	12/8/2000	Letter Agreement	Letter Agreement, dated December 8, 2000 (effective December 1, 2000), by and between Chevron U.S.A. Inc. and Williams Field Services - Gulf Cooperating Agreementst Company, L.P., whereby Chevron U.S.A. Inc. consents to an assignment by Williams Field Services - Gulf Cooperating Agreementst Company, L.P., to its affiliate, Williams Mobile Bay Producer Services, L.L.C.
Land	1/11/2001	LETTER AGREEMENT	Letter, dated January 11, 2001, from the United States Department of the Interior, Minerals Management Serviceto Chevron U.S.A. Inc., approving the initial participating area plat and Exhibit C for the Viosca Knoll 252 Unit,Agreement No. 754394013, effective November 8, 2000
Land	6/1/2001	OA	Offshore Operating Agreement 6/1/2001
Land	6/15/2001	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN TEXACO EXPLORATION AND RWE PETROLEUM COMPANY ET AL.
Land	6/15/2001	JDA	JOINT DEVELOPMENT AGREEMENT EFFECTIVE JUNE 15, 2001, BY AND BETWEEN RME PETROLEUM COMPANY AND W&T OFFSHORE, INC, "SM280 OWNERS" AND RME ET AL "SM 281 OWNERS" AND THAT CERTAIN JOINT OPERATING AGREEMENT ATTACHED THERETO AS EXHIBIT "B".
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1,2001, between Union Oil Company of California and Forest Oil Corporation, covering SM 66
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1,2001, between Union Oil Company of California and Forest Oil Corporation, covering OCS-G 2282, South Marsh Island Block 132.
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1,2001, between Union Oil Company of California and Forest Oil Corporation, covering SM 135
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1,2001, between Union Oil Company of California and Forest Oil Corporation, covering SM 136
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1,2001, between Union Oil Company of California and Forest Oil Corporation, covering SM 137
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1,2001, between Union Oil Company of California and Forest Oil Corporation, covering SM 149
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1,2001, between Union Oil Company of California and Forest Oil Corporation, covering SM 150
Land	10/1/2001	OA	Operating Agreement eff. 10-1-01 b/b Union and Forest
Land	10/1/2001	OA	Operating Agreement eff. 10-1-01 b/b Union and Forest
Land	11/3/2001	Letter Agreement	Letter Agreement, dated November 3, 2011, executed between Chevron U.S.A. Inc. (granting party) and Phoenix Exploration Company, LP, Apache Corporation and Castex Offshore, Inc. (grantees), being a conditional consent to assign.
Land	1/9/2002	Letter Agreement	Letter, dated January 9, 2002, from the United States Department of the Interior, Minerals Management Service to Chevron U.S.A. Inc., approving a revision to the participating area plat and Exhibit C for the Viosca Knoll 252 Unit, Agreement No. 754394013, effective December 1, 2001.
Land	3/1/2002	FO	Farmout Agmt. eff. 3-1-2002 b/b Samedan Oil Corporation (Farmor) and Pure Resources, L.P. (Farnee)
Land	8/23/2002	Joint Operating Agreement	Joint Operating Agreement by and between Dominion Exploration & Production, Inc., as Operator, and Spinnaker Exploration Company, L.L.C., as Non-Operator
Land	8/30/2002	Assignment	Assignment of Record Title Interest, approved 8/30/2002, whereby SOI assigns unto OBI, covering GI 110 OCS-G 13943.
Land	9/20/2002	Assignment	Assignment of Operating Rights, approved 9/20/2002, whereby SOI assigns unto OEI, covering GI 110, OCS-G 13943.
Land	12/18/2002	Pooling Agreement	POOLING AGREEMENT DATED DECEMBER 18, 2002, BY AND BETWEEN THE STATE OF TEXAS AND SPINNAKER EXPLORATION COMPANY, L.L.C.

Land	12/20/2002	Joint Operating Agreement	Joint Operating Agreement by and between Dominion Exploration & Production, Inc. and Spinnaker Exploration Company, LLC
Land	3/31/2003	Letter Agreement	Letter Agreement, dated March 31, 2003, between Chevron U.S.A. Inc., Sabco Oil and Gas Corporation, Apache Corporation, ExxonMobil Production Company, Key Production Company and Contour Energy Company regarding Second Opportunity to Participate - Election to Acquire*Non-Participating Interest, in the MP77 OCS-G 4481 A-6 TTGP, Project No. UWGHP-R3011, Cost Center UCP170500, Main Pass Block 77. Key Production Company election.
Land	5/1/2003	Joint Operating Agreement	Offshore Operating Agreement dated May 1, 2003 between Magnum Hunter Production, Inc., and Westport Resources Corporation et al
Land	5/19/2003	JOA	JOA Operating Agreement eff. 5/19/03
Land	5/19/2003	Area of Mutual Interest Agreement	Area of Mutual Interest Agreement by and between FIELDWOOD ENERGY OFFSHORE LLC(SUCCESSOR TO GRYPHON EXPLORATION COMPANY) AND APACHE CORPORATION (SUCCESSOR TO SPINNAKER EXPLORATION COMPANY, L.L.C.)
Land	6/9/2003	PA	Participation Agmt. eff. 6-9-2003 b/b Samedan Oil Corporation and CLK Company
Land	8/7/2003	PA	Exploration Participation Agreement, dated August 7, 2003, by and between Chevron U.S.A. Inc. and Westport Resources Corporation, as amended, concerning certain Offshore Continental Shelf properties, all as is more fully provided for and described therein.
Land	9/25/2003	Area of Mutual Interest Agreement	Area of Mutual Interest Agreement by and between Apache Corporation and Chevron USA
Land	1/1/2004	FO	FARMOUT AGREEMENT DATED JANUARY 21, 2004, BY AND BETWEEN CHEVRON USA INC. AND BP AMERICA PRODUCTION COMPANY.
Land	1/7/2004	Area of Mutual Interest Agreement	Area of Mutual Interest Agreement by and between Apache Corporation and Shell Offshore et al
Land	2/25/2004	FO	Farmout Agmt. eff. 2-25-2004 b/b Forest Oil Corporation, Texas Standard Oil Company, Noble Energy, Inc. and Pioneer Natural Resources USA, Inc., as Farmers, and Houston Energy, L.P., as Farmee
Land	2/25/2004	Joint Operating Agreement	Ratification and Amdt. Of Operating Agreement eff. 2-25-2004 b/b Forest Oil Corporation et al
Land	3/18/2004	PSA	PSA dated 3-18-04 but eff. 9-1-2003 b/b Noble Energy, Inc. and Northstar Gulfsands, LLC
Land	3/25/2004	JVA	Amendment to Joint Venture Development Agreement, dated March 25, 2004 between Anadarko E & P Company LP, Chevron U.S.A. Inc.; Hunt Oil Company, Hunt Petroleum, the George, R. Brown Partnership LP, Offshore Investment, Cov and the Lamar Hunt Trust Estate, whereby the Unit was expanded
Land	4/1/2004	Joint Operating Agreement	AMENDMENT OF JOINT OPERATING AGREEMENT DATED APRIL 1, 2004, BY AND BETWEEN BP AMERICA PRODUCTION COMPANY AND STONE ENERGY CORPORATION.
Land	4/2/2004	Divestiture	ASSET SALE AGREEMENT DATED APRIL 2, 2004, BY AND BETWEEN CHEVRON USA INC. AND STONE ENERGY CORPORATION.
Land	4/19/2004	FO	Farmout Agreement by and between Newfield Exploration Company and Westport Resources Company, as Owners of WC 73, and Dominion Exploration & Production, Inc. and Spinnaker Exploration Company, LLC as Owners of WC 72
Land	5/28/2004	Letter Agreement	Letter, dated May 28, 2004, from the United States Department of the Interior, Minerals Management Service to Chevron U.S.A. Inc., approving a revision to the participating area plat and Exhibit C for the Viosca Knoll 252 Unit, Agreement No. 754394013, effective December 1, 2003.
Land	6/1/2004	OA	Operating Agreement eff. 6-1-04 by and between Newfield Exploration Co & Triumph Energy LLC
Land	6/29/2004	Letter Agreement	LETTER AGREEMENT DATED JUNE 29, 2004, BY AND BETWEEN STONE ENERGY CORPORATION AND BP AMERICA PRODUCTION COMPANY.
Land	7/20/2004	PHA	PHA eff. 7-20-2004 b/b Forest Oil Corporation, as operator and co-owner of the WD 34 A PF and Red Willow Offshore, LLC, et al, as producers
Land	7/27/2004	Confidentiality Agreement	Confidentiality Agreement by and between Apache Corporation and Applied Drilling Technology, Inc.
Land	8/1/2004	Unit Operating Agreement	Amendment and Supplement to Unit Operating Agreement for the Viosca Knoll 252 Unit, dated August 1, 2004, by and between Chevron U.S.A. Inc. and Noble Energy, Inc.
Land	8/1/2004	OA	Operating Agreement 8/1/04
Land	8/11/2004	Notice	NOTICE OF ASSIGNMENT DATED AUGUST 11, 2004, BY AND BETWEEN CHEVRON USA INC. AND STONE ENERGY CORPORATION.
Land	8/24/2004	Letter Agreement	Letter Agreement dated August 24, 2004, between Chevron U.S.A. Inc. and Williams Field Services- Gulf CO Operating Agreement Company, L.P.
Land	9/7/2004	Settlement and Release Agreement	SETTLEMENT AND RELEASE AGREEMENT DATED SEPTEMBER 7, 2004, BY AND BETWEEN BP AMERICA PRODUCTION COMPANY AND STONE ENERGY CORPORATION.
Land	10/1/2004	OA	Operating Agreement eff. 10-1-04
Land	10/6/2004	LOI	LETTER OF INTENT DATED OCTOBER 6, 2004, BY AND BETWEEN THE HOUSTON EXPLORATION COMPANY AND SPINNAKER EXPLORATION COMPANY, L.L.C.
Land	10/7/2004	EA	EXPLORATION AGREEMENT DATED OCTOBER 7, 2004, BY AND BETWEEN THE HOUSTON EXPLORATION COMPANY AND SPINNAKER EXPLORATION COMPANY, L.L.C.
Land	10/14/2004	Letter Agreement	Letter Agreement, dated October 14, 2004, between Ghevron U.S.A. Inc. and Noble Energy, Inc. concerning Production Handling Agreement Terin's, Viosca Knoll 251 "A" Platform/Cadillac Prospect and any Other Future Non-unit Production
Land	10/28/2004	PSA	PSA dated 10-28-2004 but eff. 7-1-2004 B/B Eni Deepwater LLC and Northstar Gulfsands, LLC
Land	11/1/2004	PA	Exploration Participation Agreement, dated November 1, 2004, by and between Chevron U.S.A. Inc. and Newfield Exploration Company, concerning certain Offshore Continental Shelf properties, all as is more fully provided for and described therein
Land	11/18/2004	Letter Agreement	Letter Agreement, dated November 18, 2004, between Chevron U.S.A. Inc. and Newfield Exploration Company, amending the terms of Letter Agreement, dated October 14, 2004, between Chevron U.S.A. Inc. and Noble Energy, Inc. concerning Production Handling Agreement Terms, Viosca knoll 251 "A" Platform, Cadillac Prospect and any Other Future Non-unit Production:
Land	1/1/2005	VUA	VOLUNTARY UNIT AGREEMENT DATED JANUARY 1, 2005, BY AND BETWEEN SPINNAKER EXPLORATION COMPANY, L.L.C. AND THE HOUSTON EXPLORATION COMPANY AND GRYPHON EXPLORATION COMPANY.
Land	1/1/2005	Operating Agreement	Operating Agreement 1-1-05 by an between Maritech and Arena
Land	1/25/2005	Letter Agreement	Letter Agreement for the Operation and Ownership Transfer of Certain South Marsh Island Block 66 Facilities, dated effective January 25, 2005, between Transcontinental Gas Pipeline Corporation, as Seller, and Union Oil "Company of California and Forest Oil Corporation, as Purchasers, for facilities and pipeline associated with "A" and "C" Platforms". NEVER CONSOMATED.
Land	2/1/2005	Letter Agreement	Letter Agreement, dated February 1, 2005, between Union Oil Company of California and Forest Oil, covering OCS-G 2589, South Marsh Island Block 137, as the Unit Operating Agreement for South Marsh Island Block 137 Unit, identified as Unit Agreement No. 14-08-001-20237, replacing and superseding, effective October 1, 2001, that certain Unit Operating Agreement dated January 1, 1989 between Conoco Inc., Texaco Producing Inc. and Canadian OXY Offshore Production Company.
Land	3/28/2005	PA	PARTICIPATION AGREEMENT BY AND BETWEEN GOM SHELF LLC BY APACHE CORPORATION AND RIDGEWOOD ENERGY CORPORATION
Land	5/27/2005	Joint Operating Agreement	Operating Agmt. eff. 5-27-2005 b/b BP Exploration & Production Inc. and EOG Resources, Inc.
Land	5/28/2005	PA	Participation Agmt. eff. 5-28-2005 b/b BP Exploration & Production Inc. and EOG Resources, Inc.
Land	8/2/2005	PSA	PURCHASE AND SALE AGREEMENT DATED AUGUST 2, 2005, BY AND BETWEEN BP AMERICA PRODUCTION COMPANY AND STONE ENERGY CORPORATION.
Land	10/25/2005	OA	Operating Agreement 10-25-05
Land	11/1/2005	JDA	JOINT DEVELOPMENT AGREEMENT BY AND BETWEEN MERIT ENERGY COMPANY AND STONE ENERGY CORPORATION ET AL
Land	11/1/2005	Partition and Redemption Agreement	Partition and Redemption Agmt. dated 11-1-2005 b/b Northstar Gulfsands, LLC and Gulfsands Petroleum USA, Inc.
Land	11/7/2005	Unit Agreement	Amendment to Unit Agreement, Viosca Knoll Block 252 Unit, Contract No. 754394013, dated November 7, 2005 (effective November 1, 2005) as approved by the Minerals Management Service by letter dated January 10, 2007, but made effective November 8, 2006, replacing Exhibits "A", "B" and "C" and Article 13.1 in its entirety (reduction of Unit Area)
Land	12/20/2005	Letter Agreement	Letter Agreement, dated December 20, 2005, between Noble Energy, Inc. and Ghevron U.S.A. Inc., being a consent to disclose confidential data
Land	2/22/2006	FO	Farmout Proposal Letter Agreement between The Houston Exploration Company and Noble Energy Inc. 2/22/2006

Land	3/1/2006	ABOS	ABOS eff. 3-1-2006 b/b Noble Energy, Inc. as Assignor and Coldren Resources LP as Assignee.
Land	4/4/2006	Joint Operating Agreement	STONE ENERGY CORPORATION AND GOM SHELF LLC, ET AL
Land	6/28/2006	OA	JOperating Agreement eff. 6-28-06
Land	7/24/2006	OA	Operating Agreement eff. 7-24-06
Land	10/17/2006	JOA	Operating Agreement eff. 10-17-06
Land	10/30/2006	FO	Farmout Agreement, dated effective October 30, 2006, between Chevron U.S.A. Inc., as-Farmor, and Mariner Energy Resources, Inc., as farmee, covering 5/2 of SM 149 (OCS-G 2592) and 5/2 of SM 150 (005-016325) and limited to depths from the surface to the stratigraphic equivalent of 100' below the deepest depth drilled in the #1 Well as proposed.
Land	1/10/2007	Letter Agreement	Letter dated January 10, 2007, from the United States Department of the Interior, Minerals Management Service to Chevron U.S.A. Inc., approving a revision Exhibits "A", "B" and "C" reflecting a change in the Unit Area due to contraction provisions in the Viosca Knoll 252 Unit, Agreement No. 754394013.
Land	2/28/2007	FO	FO eff. 2/28/07 by and between Newfield and Apache
Land	4/3/2007	Confidentiality Agreement	Confidentiality Agreement by and between Apache Coporation, Samson Contour Energy and Shell Offshore
Land	5/17/2007	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN DEVON ENERGY PRODUCTION COMPANY, L.P. AND HUNT PETROLEUM CORPORATION, ET AL.
Land	9/21/2007	FARMOUT AGREEMENT	FARMOUT AGREEMENT b/b APACHE CORPORATIONand SENECA RESOURCES CORPORATION
Land	12/31/2007	PSA	PURCHASE AND SALE AGREEMENT BY AND BETWEEN GOM SHELF LLC AND WILD WELL CONTROL INC.
Land	12/31/2007	Company Agreement	Company Agreement, dated effective December 31, 2007, between BP America Production Company, Chevron USA Inc. and GOM Shelf LLC, amending the Operating Agreements for certain jointly-owned Facilities and Wells in GI 40, 41, 47, 48 and WD 69 and 70 damaged by Hurricane Katrina.
Land	12/31/2007	PSA	Agreement for Purchase and Sale, effective December 31, 2007, between Chevron U.S.A. Inc., as Seller, and Wild Well Control, Inc., as Buyer, conveying Chevron's undivided interest in certain Facilities and Wells in GI 40, 41, 47, 48 and WD 69 and 70 to Wild Well Control for the purpose of decommissioning
Land	5/1/2008	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN MARINER ENERGY, INC. AND APACHE CORPORATION
Land	7/7/2008	Acquisition	Stock Purchase Agmt dated July 7, 2008 b/b Northstar E&P, LP and Dynamic Offshore Resources, LLC
Land	7/7/2008	Letter Agreement	VR 332 AS Letter Agmt dated July 7, 2008 b/b Northstar Interests, L.C. and Dynamic Offshore Resources, LLC
LAND	7/15/2008	Participation Agreement	ST 311 Participation Agreement-Walter & APA-7-15-2008
LAND	7/15/2008	Assignment of ORRI	ST 311 Walter ORRI Assign.
Land	8/27/2008	FO	FARMOUT AGREEMENT BY AND BETWEEN PIESCES ENERGY LLC AND APACHE CORPORATION
Land	12/8/2008	Platform Sale	Platform Sale Agreement, WD 94 G Auxiliary Platform, dated effective December 8, 2008 between BP America Production Company and GOM Shelf LLC, as-sellers, and Chevron USA Inc., as buyer.
Land	4/30/2009	OA	Operating Agreement eff. 4-30-09 Chevron USA, et al
Land	6/1/2009	FO	Farmout Agreement dated effective June 1, 2009, between Chevron U.S.A. Inc., and Phoenix Exploration Company, LP and Challenger Minerals Inc., covering OCS-G 32267, Chandeleur Block 42 and OCS-G 32268, Chandeleur Block 43, INSO FAR AND ONLY INSO FAR as they cover those depths from the surface to one hundred feet (100') below the deepest depth drilled and logged in the earning well.
Land	6/1/2009	OA	JOperating Agreement CA 42/43
Land	6/1/2009	OA	Operating Agreement eff. 6-1-09 Chevron USA, et al
Land	8/7/2009	Confidentiality Agreement	Confidentiality Agreement by and between Apache Corporaion and Houston Energy, L.P.
Land	12/14/2009	OPTION AGREEMENT	OPTION AGREEMENT b/b APACHE CORPORATIONand WALTER OIL & GAS CORPORATION, ET AL
Land	2/1/2010	FARMOUT AGREEMENT	FARMOUT AGREEMENT b/b APACHE CORPORATIONand WALTER OIL & GAS CORPORATION, ET AL
Land	2/25/2010	OA	Operating Agreement eff. 2-25-10
Land	4/8/2010	Letter Agreement	Letter Agreement, dated 4/8/2010 between Shell Offshore Inc., Apache Corporation and Nippon Oil Exploration U.S.A. Limited amending the Unit Operating Agreement, dated March 1, 1998.
Land	6/1/2010	PA	Approval of Revision of Participation Area, effective June 1, 2010, whereby the Grand Isle CATCO Unit was revised.
Land	6/1/2010	ABOS	Bill of Sale and Conveyance, effective June 1, 2010, whereby Chevron U.S.A. Inc. transferred certain interests in Grand Isle Block 46, OCS-G 00132 N-I well/API No. 17-717-40959-00, certain interests in Grand Isle Block 46, OCS-G 00132 Platform, the line fill as of the effective date, and the Minerals Management Segment Number 15732 Pipeline as well as its associated Right of Way, equipment and facilities to GOM Shelf
Land	7/23/2010	Confidentiality Agreement	Confidentiality Agreement by and between Apache Corporaion and W & T Offshore Inc.
LAND	9/1/2010	OCS Exploration Venture	mp-295-Joint Venture Letter Agreement
Land	9/14/2010	Letter Agreement	CHEVRON USA INC. AND GOM SHELF LLC
Land	2/1/2011	ABOS	Assignment and Conveyance, dated effective February 1, 2011, between Harrigan Energy Partners, Inc., Assignor, and Chevron U.S.A. Inc.* as Assignee, covering Assignor's right, title and interest in the Lease, together with Assignor's interest in certain wells, facilities, pipelines, equipment, contracts, etc., all as more fully described therein.
Land	3/15/2011	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN APACHE CORPORATION AND STONE ENERGY OFFSHORE LLC
Land	4/21/2011	PSA	Asset Purchase and Sale Agreement, dated April 21, 2011, but made effective February 1, 2011, between Sabco Oil and Gas Corporation, as Seller, and Chevron U.S.A. Inc., as Purchaser, whereby Purchaser acquired 0.63149% of 0.83922% of 8/8ths of Seller's right title and interest in the Lease, together with Seller's interest in certain wells, facilities, pipelines, equipment, contracts, etc., all as more fully described therein.
Land	4/21/2011	ABOS	Assignment and BUI of Sale, dated April 21, 2011, but made effective February 1, 2011, between Sabco Oil and Gas Corporation, as Assignor/and Chevron U.S.A. Inc., as Assignee, covering Assignor's right, title and interest in the Lease, together with Assignor's interest in certain wells, facilities, pipelines, equipment, contracts, etc., all as more fully described therein
Land	8/1/2011	ABOS	DS eff. 8-1-2011 b/b XTO Offshore Inc. ("Assignor") and Dynamic Offshore Resources, LLC ("Assignee")
Land	8/25/2011	PARTICIPATION AGREEMENT	PARTICIPATION AGREEMENT b/b APACHE CORPORATIONand CASTEX OFFSHORE, INC., ET AL
LAND	9/20/2011	Slot and Well Bore Acquisition	MP 296 MP 296 B-19 Slot, Wellbore Acquisition Agreement
Land	11/3/2011	Letter Agreement	Letter Agreement dated November 3, 2011 evidencing Chevron U.S.A. Inc.'s consent to an assignment of interest from Phoenix Exploration Company LP in that certain Farmout Agreement dated and made effective June 1, 2009, to Apache Corporation and Castex Offshore, Inc.
Land	11/3/2011	Letter Agreement	Letter Agreement, dated November 3, 2011, executed between Chevron U.S.A. Inc. (granting party) and Phoenix Exploration Company, LP, Apache Corporation and Castex Offshore, Inc. (grantees), being a conditional consent to assign.
LAND	11/17/2011	Assignment and Bill of Sale	MP 295, MP 296, MP 303, MP 304, MP 311, MP 312, MP 313 ABOS Stone to EPL 11-1-2011
LAND	12/1/2011	Participation Agreement	ST 311 Participation Agreement-Walter & APA & Castex-12-1-2011
LAND	12/15/2011	Slot and Well Bore Acquisition	MP 296 MP 296 B19 ST2 Slot & Well Bore Acq Agmt
Land	4/1/2012	PA	Approval of. Revision of Participation Area, effective April 1, 2012, whereby the Grand, Isle CATCO Unit was revised.
Land	5/1/2012	CONDENSATE TRANSPORT & SEPARATION AGREEMENT	CONDENSATE TRANSPORT & SEPARATION AGREEMENT b/b APACHE CORPORATIONand CASTEX OFFSHORE, INC., ET AL
Land	5/2/2012	Letter Agreement	Letter, dated May 2, 2012 between Newfield Exploration Company and Chevron U.S.A. Inc., being a waiver of confidentiality provision grant by Chevron in favor of Newfield;

Land	6/1/2012	PSA	Ratification of Purchase and Sale Agreement by Holders of Preferential Right to Purchase, dated effective June 1, 2012, between Key Production Company, Inc., as Seller, and Chevron U.S.A. Inc. and Dynamic Offshore Resources, LLC, as Preferential Right Purchasers, affecting that certain Purchase and Sale Agreement, dated June 27, 2012 but made effective June 1, 2012, between Key Production Company, Inc., as Seller, and Chevron U.S.A. Inc., as Buyer.
Land	6/1/2012	ABOS	Conveyance, Assignment and Bill of Sale, dated June 27, 2012 but made effective June 1, 2012, between Key Production Company, Inc., as Assignor, and Chevron U.S.A. Inc. and Dynamic Offshore Resources, LLC, as Assignees, covering an undivided 0.83922% right, title and interest in certain property described in Exhibit "A" attached thereto, assigning 75.247% thereof to Chevron (0.63149% net) and 24.753% thereof to Dynamic (0.207.73% net).
Land	6/27/2012	PSA	Purchase and Sale Agreement, dated June 27, 2012 but made effective June 1, 2012, between Key Production Company, Inc., as Seller, and Chevron U.S.A. Inc., as Buyer, covering all of Seller's right, title and interest in that certain Oil & Gas Lease bearing Serial No. OCS-G 448.1, ), together with Seller's interest in certain wells, facilities, pipelines, equipment contracts, etc, all as more fully described therein.
Land	7/9/2012	Joint Operating Agreement	Offshore Operating Agreement (Ship ShOperating Agreement) 176 Prospect OCS-G 33646) Originally by and between Hall-Houston Exploration IV, L.P, as Operator and GOM Offshore Exploration I, LLC and Apache Corporation as Non-Operators
Land	8/1/2012	Throughput Capacity Lease Agreement	Fieldwood leases capacity to Arena for Barnacle Pipeline
Land	9/17/2012	PA	PARTICIPATION AGREEMENT BY AND BETWEEN APACHE CORPORATION AND WALTER OIL & GAS CORPORATION
LAND	12/26/2012	Farmout Agreement Extension Letter	MP 295 Extension 12-26-12
Land	2/1/2013	AREA OF MUTUAL INTEREST	AREA OF MUTUAL INTEREST AGREEMENT BY AND BETWEEN APACHE CORPORATION AND ENERGY XXI GOM, LLC
Land	2/1/2013	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN APACHE CORPORATION AND ENERGY XXI GOM, LLC
Land	2/1/2013	Data Agreement	Data Agreement effective 2-1-2013 by and between Fieldwood Energy LLC, GOM Shelf LLC, Apache Corporation and EXXI
LAND	2/1/2013	Memorandum of OA and Financing Statement	Primary Term Lands - MOA Recorded 01-2015 Revision
LAND	2/1/2013	Exploration Agreement	MP 296 EXXI Exploration Agreement(Exploration Agreement Apache & Energy XXI 2-1-2013 with Exhibits (less B)
LAND	2/22/2013	Exploration Agreement Letter	Heron Prospect (MP 295) Letter of Agreement 2-22-13
Land	3/15/2013	Exploration Venture	Exploration Venture for portions of VR 271 SM 87 by and between Fieldwood Energy Offshore LLC, Apache Corporation and Pisces Energy LLC
Land	6/1/2013	OA	Operating Agreement eff. 6-1-13 Castex, et al
Land	7/1/2013	Acquisition	PURCHASE AND SALE AGREEMENT by and among APACHE CORPORATION, APACHE SHELF, INC., and APACHE DEEPWATER LLC collectively as the Sellers, and FIELDWOOD ENERGY LLC as Buyer and GOM SHELF LLC Dated as of July 18, 2013
Land	7/1/2013	Acquisition	Acquisition by and between Fieldwood Energy LLC and Callon Petroleum Operating Co.
Land	7/1/2013	MOA	EI 136 Recorded Memorandum of Operating Agreement and Financing Statement
Land	7/1/2013	Joint Operating Agreement	EI 136 Operating Agreement covering depths below 19,135' SSTVD
Land	7/1/2013	Joint Operating Agreement	JOperating Agreement covering OCS-G 32264 MP 302
Land	7/1/2013	Stipulation and Corrective Assignment	Stipulates the interest held by Apache Offshore Petroleum Limited Partnership, Fieldwood Energy LLC and Third parties
Land	7/1/2013	Assignment of Federal OCS Pipeline Right of Way	Assignment of Pipeline ROW Apache to Fieldwood LLC
Land	9/9/2013	Amendment No. 1 Bar Prospect Offshore Operating Agreement	Amends certain JOperating Agreement dated 02/01/2013
Land	9/30/2013	Acquisition	Purchased GOM Shelf as a company from Apache
Land	10/7/2013	Election Letter Agreement PL 13 007 ST2 W	Election Letter Agreement by and between Fieldwood Energy LLC and Enven Energy Ventures LLC
LAND	10/16/2013	Fabrication Agreement	ST 311 A Platform Construction Contract Gulf Island LLC and Walter Oil and Gas dtd 10-16-13
Land	10/25/2013	Letter Agreement	Letter Agreement dated October 25, 2013 evidencing Chevron U.S.A. Inc.'s consent to an assignment of interest from Apache Corporation in that certain Farmout Agreement dated and made effective June 1, 2009, to Fieldwood Energy LLC.
Land	12/1/2013	Acquisition	Equity Purchase Agreement between Sandridge Energy, Inc., Sandridge Holdings, Inc. and Fieldwood Energy LLC: Fieldwood purchased all companies listed with their assets which included Offshore and SandRidge Legacy South Texas and South Louisiana assets.
Land	12/4/2013	Extension Request - Slot Rental Agreement	by and between Fieldwood Energy LLC, GOM Shelf LLC and EPL Oil & Gas, LLC - Amends certain Slot Rental Agreement dated 12/26/2012
Land	12/4/2013	Extension Request - Slot Rental Agreement	by and between Fieldwood Energy LLC, GOM Shelf LLC and Apache Shelf Exploration LLC - Amends certain Slot Rental Agreement dated 12/26/2012
Land	12/16/2013	Joint Operating Agreement	TANA EXPLORATION COMPANY LLC AND APACHE CORPORATION
Land	12/28/2013	Well Proposal	Letter proposing well B-19 MP 302 well by and between Fieldwood Energy LLC, GOM Shelf LLC, Apache Corporation and Apache Shelf Exploration LLC
Land	12/30/2013	Withdrawal Agreement	Withdrawal Agreement by and between Fieldwood Energy LLC and Chevron U.S.A. Inc.
Land	1/10/2014	Prospect Proposal	Gilligan & Bingo: Stone offering of prospects to Fieldwood Fieldwood election
Land	1/10/2014	Prospect Proposal	Gilligan & Bingo: Stone offering of prospects to Fieldwood Fieldwood election
Land	2/5/2014	Prospect Proposal	Gilligan & Bingo: Stone requesting extension and fieldwood's election
Land	2/5/2014	Prospect Proposal	Gilligan & Bingo: Stone requesting extension and fieldwood's election
Land	3/1/2014	Acquisition	by and between Fieldwood Energy Offshore LLC and Black Elk Energy Offshore Operations, LLC: Leases where Fieldwood was the operator and Black Elk held interest. Exception is ST 53 where Black Elk was the Operator.
LAND	3/1/2014	Contract Operating Agreement	ST 320 Contract Operating Agreement dtd 3-1-14
Land	3/13/2014	Casing Point Election Letter MP 302 B-19 Well	by and between Fieldwood Energy LLC, GOM Shelf LLC and Apache Shelf Exploration LLC: Proposal to run casing and election by Apache
Land	3/13/2014	Contract Operations Agreement	Pursuant to change in operatorship per that PSA btw SandRidge and Black Elk
Land	3/24/2014	Prospect Proposal	Gilligan & Bingo: Stone requesting extension and fieldwood's election
Land	3/24/2014	Prospect Proposal	Gilligan & Bingo: Stone requesting extension and fieldwood's election
Land	3/28/2014	Prospect Proposal	Proposal Amendment and Various requests for extension from Stone and election by Fieldwood
Land	3/28/2014	Prospect Proposal	Proposal Amendment and Various requests for extension from Stone and election by Fieldwood
Land	4/1/2014	FO	Proposal Amendment and Various requests for extension from Stone and election by Fieldwood Farmout Agreement: OCS-G 13576; East Cameron Block 71 (Limited to the NE/4 of the block and a Contract Area created to include the Farmout Area and EC 58 S/2)
Land	4/16/2014	Settlement Agreement and Release	Settlement Agreement and Release - SS 198/VR 369/VR 408/ SP 8/13
Land	4/23/2014	Letters of No Objection	Letters of No Objection, Lease & Pipeline Crossings: Applies to ST 276, 296 & 311, includes indemnification
Land	4/28/2014	Letter Agreement	Letter Agreement, dated April 28, 2014, between Chevron U.S.A. Inc. and Samson Contour Energy E&P, LLC, regarding Main Pass 77 Oil Imbalance Claim
Land	5/2/2014	Letter Agreement Well Proposal	Set forth the agreement between Apache Shelf and Fieldwood for the drilling of the EI 126 A-5 well
Land	6/1/2014	Acquisition	by and between Fieldwood Energy Offshore LLC, NW Pipeline, Inc. and Northwestern Mutual Life Ins. Co:HIPS 13-III
LAND	6/1/2014	Memorandum of OA and Financing Statement	Heron Prospect MOA amd. No.2 6-1-14
Land	7/2/2014	Assignment and Bill of Sale	by and between Fieldwood Energy LLC and Castex Offshore, Inc. : Fieldwood Divestiture of HI 116 Platform and pipelines
Land	7/21/2014	Contract Operation Agreement	Castex is named as operator of HI 167 Platform
Land	8/7/2014	Recompletion Proposal Election	MP 259 A-7 Recompletion Proposal Election: McMoran elects not to participate in A-7 well to Tex W-5 Sand
Land	8/15/2014	Assignment and Bill of Sale	by and between Fieldwood Energy LLC and W & T Offshore, Inc. : Assignment of interest in HI 129#16 well
Land	8/15/2014	Letter Agreement	by and between Fieldwood Energy LLC and W & T Offshore, Inc. : RE: High Island 129 No. 12 Well Assignment
Land	10/1/2014	Divestiture	by and between Fieldwood Energy Offshore LLC, Renaissance Offshore LLC and Apache Corporation: Assignment of Contractual interest Main Pass 76 SL 13287 #1 Well
Land	10/15/2014	Release and Settlement Agreement	by and between Fieldwood Energy LLC, Fieldwood Energy Offshore LLC, Prime Offshore L.L.C., Tammany Oil and Gas LLC and Castex Offshore, Inc.



Land	11/5/2014	Request for extneion of Timely Operations	MP 259 A-7 Recompletion Request for extneion of Timely Operations: Request timely operations extension for propoed A-7 well
Land	11/7/2014	Stipulation of Interest and Corrective Assignment	by and between Fieldwood Energy LLC, Apache Shelf Exploration LLC, Apache Offshore Petroleum Limited Partnership and Apache Corporation
Land	11/7/2014	Stipulation of Interest and Corrective Assignment	by and between Fieldwood Energy LLC, Apache Shelf Exploration LLC, Apache Offshore Petroleum Limited Partnership and Apache Corporation
Land	11/7/2014	Stipulation of Interest and Corrective Assignment	by and between Fieldwood Energy LLC, Apache Shelf Exploration LLC, Apache Offshore Petroleum Limited Partnership and Apache Corporation
Land	11/7/2014	Stipulation of Interest and Corrective Assignment	by and between Fieldwood Energy LLC, Apache Shelf Exploration LLC, Apache Offshore Petroleum Limited Partnership and Apache Corporation
Land	1/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC UNOCAL, and Chevron U.S.A. Inc.: GOM NOIV - Grand Isle/West Delta etc.
Land	1/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC and Shell Offshore Inc.: Hickory Unit - GI 110/116
Land	1/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC and Japex (U.S.) Corp.: WD 90 & WD 103
LAND	1/13/2015	Letter Agreement	Heron Prospect (MP 295) Letter Agmt 1-13-15
Land	4/1/2015	Assignment of Operating Rights Interest in Oil & Gas Lease	by and between Fieldwood Energy Offshore LLC, Peregrine Oil & Gas, LLC RTR Fund I, L.P., and Hall-Houston Exploration II, L.P.: Assignment of Operating Rights Interest in Oil & Gas Lease - GA 151 Operating Rights
LAND	4/1/2015	Gas Dedication and Gathering Agreement	ST 311 Gas Dedication and Gathering Agreement eff 04012015
LAND	4/1/2015	Liquids Separation, Handling, Stabilization and Redelivery Agreement	ST 311 Liquids Separation, Handling, Stabilization and Redeliv Agreement eff 04012015
LAND	4/1/2015	Liquids Transportation Agreement	ST 311 Liquids Transportation Agreement eff 04012015
Land	4/2/2015	Consent to Disclose Confidential Information	by and between Filedwood Energy LLC, Bandon Oil and Gas, LP and Chevron U.S.A. Inc.: VK 252 Unit Area
Land	4/30/2015	Settlement Agreement and Release	by and between Fieldwood Energy Offshore LLC, Black Elk Energy Offshore Operations LLC and Northstar Offshore Group, LLC
Land	5/1/2015	Divestiture	by and between Fieldwood Energy LLC and Discovery Producer Services LLC: ST 311 Pipeline Divestiture
Land	5/14/2015	Second Amendment to the Participation Agreement	by and between Fieldwood Energy LLC and Monforte Exploration L.L.C.: Second Amendment to the Participation Agreement OCS-G0786, South Marsh Island Area, Block 48 Offshore Federal Waters
Land	6/15/2015	Election and Designation of Successor Operator Letter	by and between Fieldwood Energy LLC, Chevron U.S.A. Inc., Wichita Partnership, Ltd., W & T Energy VI, LLC and W&T Offshore, L.L.C.: In furtherance of April 14, 2015 letter Areana earned assignment from Chevron Chevron to resign as operator
Land	6/18/2015	Memorandum of Understanding	Pursuant to that certain assignment and bill of sale dated 01/01/2015
Land	6/18/2015	Memorandum of Understanding	Pursuant to that certain assignment and bill of sale dated 01/01/2015
Land	6/29/2015	Settlement	by and between Fieldwood Energy LLC and Discovery Producer Services LLC: ST 311 Pipeline Divestiture
Land	6/30/2015	Consent to Assign	Consent to Assign ROW - Martin O. Miller II, LLC Sec. 11, T155-R6W Cameron Parish LA
Land	7/1/2015	Settltment Agreement and Release	by and between Fieldwood Energy LLC, Fieldwood Energy Offshore LLC, ENI Petroleum US LLC and ENI US Operating Co. Inc.: SS 249 D-5 RIG Incident
LAND	7/2/2015	Bill of Sale, Assignment and Assumption Agreement	By and between Walter Oil & Gas Corporation, Castex Offshore, Inc., Fieldwood Energy LLC and Apache Shelf Exploration LLC as "Seller" and Discovery Producer Services LLC as "Buyer"
LAND	7/10/2015	Termination of Farmout Agreement	MP 295 9-18-2012 Farmout Termination Ltr dtd 7-10-15
Land	8/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc.: MP 27, 78 and VK 251, 252, 340 Fields
Land	8/3/2015	Release and Settlement Agreement	Release and Settlement Agreement by and between Fieldwood Energy Offshore and Browning Offshore Partners, Inc.
Land	9/1/2015	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and JOC Venture: JOC Venture withdrawal
Land	9/1/2015	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and JOC Venture: JOC Venture withdrawal
Land	9/1/2015	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and JOC Venture: JOC Venture withdrawal
Land	9/9/2015	Supplemental Bonding Agreement	by and between Fieldwood Energy LLC, SEO A LLC, Stone Energy Corporation and Stone Energy Offshore, L.L.C.: Fieldwood will apply own Supp Bonding
Land	9/9/2015	Transmittal of Supplemental Bonding	by and between Fieldwood Energy LLC and Stone Energy Corporation: Stone acknowledgement of receipt of Bond
Land	9/16/2015	Withdrawal Agreement	by and between Fieldwood Energy LLC and JOC Venture: JOC Venture withdrawal
Land	9/16/2015	Withdrawal Agreement	by and between Fieldwood Energy LLC and JOC Venture: JOC Venture withdrawal
Land	9/16/2015	Withdrawal Agreement	by and between Fieldwood Energy LLC and JOC Venture: JOC Venture withdrawal
Land	9/17/2015	Election and Designation of Successor Operator Letter	In furtherance of April 14, 2015 and June 15, 2015 letters, Areana earned assignment from Chevron Chevron to resign as operator, clarifying Working Interests, etc.
Land	10/15/2015	Release and Settlement Agreement	by and between Fieldwood Energy LLC and Fairways Offshore Exploration, Inc.: Release and Settlement Agreement
Land	10/19/2015	Contract Operations Agreement	by and between Fieldwood Energy LLC and Helis Oil and Gas Company L.L.C.: Contract Operations Agreement #18 Helis well
Land	11/19/2015	Production Handling Agreement SM10	PHA between Fieldwood and Byron for Byron's SM 6 production
Land	12/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC, ENI US Operating Inc., and ENI Petroleum US LLC: GA 151, SS 246, SS 247, SS 248, SS 249, SS 270, SS 271, VR 78, VR 313, WC 72, WC 100, WC 130
Land	12/1/2015	Release and Settlement Agreement	by and between Fieldwood Energy LLC, Fieldwood Energy Offshore LLC, ENI US Operating Inc. and ENI Petroleum US LLC: Release and Settlement Agreement
Land	2/2/2016	Correction Assignment	by and between Fieldwood Energy LLC and Chevron U.S.A. Inc.: Correction Assignment of Operating Rights EI 353
Land	2/22/2016	Withdrawal Election	by and between Fieldwood Energy LLC, Apache Shelf Exploration LLC, Hall-Houston Exploration IV, L.P. and GOM Offshore Exploration I, LLC: Hall Houston withdrawal Election
Land	3/1/2016	Ratification and Amendment to Farmout Agreement	by and between Fieldwood Energy LLC, Walter Oil and Gas Corporation and Cairn Energy USA: Ratify and amend that certain Farmout dated 12/31/1984
Land	3/2/2016	Withdrawal Agreement	by and between Fieldwood Energy LLC and Hall-Houston Exploration IV, L.P.: Hall Houston withdrawal Agreement
Land	3/11/2016	Waiver of Confidentiality and Consent to Disclose	by and between Fieldwood Energy LLC and W&T Offshore, Inc.: applies to HIE 129 and ST 229
Land	4/13/2016	Recommendation to Add Compression Services	by and between Fieldwood Energy LLC, Chevron U.S.A. Inc., Peregrine Oil and Gas II, LLC and Castex Offshore, Inc.: Requests change to compression standards in that certain Processing & Contract Operating Services Agreement dated 07/01/2011
Land	4/25/2016	Release and Settlement Agreement	by and between Fieldwood Energy LLC, Peregrine Oil & Gas, LP and Peregrine Oil & Gas II, LLC: Release and Settlement Agreement
Land	5/31/2016	Election to Continue or Cease Compression Services	by and between Fieldwood Energy LLC, Chevron U.S.A. Inc., Peregrine Oil & Gas II, LLC and Castex Offshore, Inc.: increases to continue compression services past original test period
Land	6/29/2016	Election to elect out of Badger Tax Partnership	by and between Fieldwood Energy LLC, Chevron U.S.A. Inc., Peregrine Oil & Gas II, LLC and Castex Offshore, Inc.:
Land	7/1/2016	Acquisition	by and between Fieldwood Energy LLC and Monforte Exploration, LLC: 3% ORRI SM 48 E wells
Land	7/1/2016	Assignment and Bill of Sale	by and between Fieldwood Energy LLC and All Aboard Development Corporation: Assignment All Aboard to Fieldwood
Land	7/8/2016	Letter Agreement	by and between Fieldwood Energy LLC and W&T Offshore, Inc.: Fieldwood's response to W&T Letter Agreement - HI 129 #16 Well - Final Agreement
Land	7/21/2016	Contract Operations Agreement	by and between Fieldwood Energy LLC and W&T Offshore, Inc.: Contract Operating Agreement eff. 7-21-16
Land	7/21/2016	Contract Operations Agreement	by and between Fieldwood Energy LLC and W&T Offshore, Inc.: Contract Operating Agreement - #16 well
Land	8/1/2016	Letter Agreement	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc.: RUE No. OCS-G 22052 for MP 154 surface wells used as disposal wells for VK 252 Unit
Land	8/1/2016	Letter Agreement	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc.: RUE No. OCS-G 22052 for MP 154 surface wells used as disposal wells for VK 252 Unit
Land	8/4/2016	Letter of No Objection	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc.: submitted new RUE to rplace OCS-G 22052, consent by chevron to issuance of new RUE
Land	8/4/2016	Letter of No Objection	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc.: submitted new RUE to rplace OCS-G 22052, consent by chevron to issuance of new RUE
Land	8/25/2016	Amendment and Ratification of Production Handling Agreement	by and between Fieldwood Energy LLC, CL&F Resources, L.P., Houston Energy LP., Helis Oil and Gas Company LLC and W&T Offshore, Inc.: Amendment and Ratification of Production Handling Agreement (High Island, East Addition Block 129)

Land	9/13/2016	Agreement for Payment of Insurance Charges	by and between Fieldwood Energy LLC and Monforte Exploration L.L.C.: Fieldwood agrees to pay Monforte's insurance charges
Land	10/1/2016	ABOS	by and between Fieldwood Energy Offshore LLC and GS E&R America Offshore, LLC:
Land	11/9/2016	Confidentiality Agreement	Confidentiality Agreement:BY AND BETWEEN FIELDWOOD ENERGY LLC AND LLOG EXPLORATION OFFSHORE, L.L.C.
Land	11/21/2016	Offer to Purchase	by and between Fieldwood Energy Offshore LLC and GS E&R America Offshore, LLC: Offer to Purchase GS E &R America Offshore, LLC's interest in GI 94, SS 79, VR 332 and WD 34
Land	12/14/2016	Surrender of Interest Agreement	by and between Fieldwood Energy LLC and All Aboard Development Corporation: All Aboard Development Corp. surrender of interest
Land	1/1/2017	Acquisition	by and between Fieldwood Energy Offshore LLC and GOM Offshore Exploration I, LLC: SS 176 Lease, Well and facilities
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	3/1/2017	Reimbursement Agreement	by and between Fieldwood Energy LLC, W & T Offshore, Inc., Renaissance Offshore LLC, Transcontinental Gas Pipe Line and Chevron U.S.A. Inc.: Transco Facilities Subseq Modification - Shell owned ST 300 Platform
Land	3/27/2017	Offshore Tie-in Agreement	by and between Fieldwood Energy Offshore LLC, Fieldwood Energy LLC and Amberjack Pipeline Company LLC: Consent of PSA between Empire and Amberjack subject to addendum
Land	3/30/2017	Letter of No Objection	Fieldwood agreed to COX request/letter of no objection to allow cox to produce its EI 64# 9 well. Fieldwood is the operator of SW/4 of EI 53
Land	6/8/2017	Bill of Sale and Assumption Agreement	by and between Fieldwood Energy LLC and Manta Ray Offshore Gathering, L.L.C.: Manta Ray sells to Fieldood pursuant to reverse of gas flow in ST 295 block to direct flow of gas to ST 292 Platform
Land	6/8/2017	Interconnection and Measurement Agreement	by and between Fieldwood Energy LLC and Manta Ray Offshore Gathering, L.L.C.: Fieldwood desires to connect with Mata Ray's ST 292 platform and piping, etc.
Land	6/8/2017	Lease of Offshore Platform Space - ST 292 Platform	by and between Fieldwood Energy LLC and Manta Ray Offshore Gathering, L.L.C.:
Land	7/28/2017	Indemnity and Release Agreement	by and between Fieldwood Energy LLC and Chevron U.S.A. Inc.: Chevron sold to Cantium and needed DOO from Fieldood, Fieldwood required this Agreement to allow DOO
Land	8/1/2017	ABOS	by and between Fieldwood Energy Offshore LLC and SCL Resources, LLC:
Land	8/1/2017	ABOS	by and between Fieldwood Energy Offshore LLC and SCL Resources, LLC:
Land	8/1/2017	ABOS	by and between Fieldwood Energy Offshore LLC and SCL Resources, LLC:
LAND	9/15/2017	Memorandum of OA and Financing Statement	ST 311 320 UCC, Mortgage and Conveyance
LAND	9/15/2017	Offshore Operating Agreement	ST 311-320 JDA Offshore Operating Agreement dtd 9-15-17, as amended
LAND	9/15/2017	Participation Agreement	ST 311-320 JDA Participation Agreement dtd 9-15-17
Land	9/19/2017	Offer to Purchase	by and between Fieldwood Energy Offshore LLC and SCL Resources, LLC: Offer to Purchase SCL Resources, LLC's interest in GI 94, SS 79, VR 332 and WD 34
Land	11/7/2017	Modification to PHA	Enhancement and modification to test separator MBD -4010 at HI 547 B Platform - PHA Agreement dated May 8, 1998
Land	4/6/2018	Notification of Withdrawal - WC 269	Withdrawal Election
Land	4/17/2018	Amendment	by and between Fieldwood Energy LLC and Arena Energy, LP: Amendment to Production Handling Service Agreement dated May 8, 1988
Land	5/1/2018	Assignment Conveyance and Bill of Sale	By and between Fieldwood Energy LLC, Peregrine Oil & Gas II, LLC and Castex Offshore, Inc. as "Assignor" and Northstar Offshore Ventures LLC as "Assignee"
Land	5/15/2018	Divestiture	Divestiture of Interests in Mustang Island to TR Offshore. L.L.C.
Land	6/1/2018	Property Exchange Agreement	Property Exchange Letter Agreement dated June 1, 2018 - BS 25 (OCS-G 31442; St. of LA Lease No. 19718) EI Area, South Addition, North Half of Block 315 (OCS-G 24912) Offshore Louisiana
Land	6/14/2018	Performance Bond	Sanare Energy Partners, LLC is the new principal replacing Northstar Offshore Ventures LLC
Land	7/11/2018	Assignment of Operating Interest	Assignment of Operating Rights Interest from Apache to Fieldwood and GOM Shelf
Land	7/23/2018	Amendment to Property Exchange Agreement	Amendment to Property Exchange Letter Agreement dated June 1, 2018 - BS 25 (OCS-G 31442; St. of LA Lease No. 19718) EI Area, South Addition, North Half of Block 315 (OCS-G 24912) Offshore Louisiana
Land	8/1/2018	Acquisition	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech's interest in the SS 271 Unit (SS 247,248,249)
Land	8/1/2018	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Withdraws from SS 271 Unit
Land	8/1/2018	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Assignment and Bill of Sale
Land	8/1/2018	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Assignment and Bill of Sale
Land	8/8/2018	Take Over Election Letter Agreement	In accordance with certain Farmout Agreements dated 12/17/2002, 05/19/2003 and 02/13/2004, Fieldwood elects to decline
Land	8/13/2018	Confidentiality Agreement	Confidentiality Agreement: GOM SHELF - DEEPWATER PROPERTIES
Land	8/27/2018	Withdrawal & Settlement Agreement	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Withdrawal and settlement
Land	8/27/2018	Withdrawal & Settlement Agreement	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Withdrawal and settlement
Land	10/1/2018	Acquisition	Assignment of Hall-Houston overriding royalty interest in SS 176
Land	10/18/2018	Abandonment Agreement	pursuant to that certain PHA for MC 496 produced at SP B Platform dated 11/1/2002
Land	12/4/2018	Confidentiality Agreement	Confidentiality Agreement by and between Fieldwood Energy LLC and Byron Energy Inc.
Land	12/10/2018	Confidentiality Agreement	Confidentiality Agreement by and between Fieldwood Energy LLC and Exxon Mobil Corporation
Land	12/20/2018	Letter of Intent	by and between Fieldwood Energy LLC and TR Offshore. L.L.C.: Contemplation of Contract Operating Agreement, Transportation Agreement
Land	2/4/2019	Termination of Exchange Agreement	Termination of Property Exchange Letter Agreement dated June 1, 2018 - BS 25 (OCS-G 31442; St. of LA Lease No. 19718) EI Area, South Addition, North Half of Block 315 (OCS-G 24912) Offshore Louisiana
LAND	2/22/2019	Exploration Agreement Letter	APA - EXOI MP 295 Side Ltr Agrmt dtd 2-22-13
Land	3/5/2019	Relinquishment	by and between GOM Shelf LLC and Arena Energy, LP: Relinquishment of OCS G0978
Land	3/19/2019	Confidentiality Agreement	Confidentiality Agreement by and between Fieldwood Energy LLC and ANKOR
Land	3/19/2019	Confidentiality Agreement	Confidentiality Agreement by and between Fieldwood Energy LLC and Sa nare
Land	4/1/2019	PHA Amendment	First Amendment to that certain Production Handling Agreement, dated September 1, 2009 - Eugene Island 224 "A" Platform - Federal Offshore Louisiana

Land	5/1/2019	Confidentiality Agreement	Confidentiality Agreement: BY AND BETWEEN FIELDWOOD ENERGY LLC AND CIBCO RESOURCES, LLC
Land	5/16/2019	Letter Agreement	by and between Fieldwood Energy LLC and Panther Pipeline, LLC: Letter Agreement Matagorda Operating Agreement MI 518/519 with regard to natural gas pipeline work.
Land	6/10/2019	Confidentiality Agreement	by and between Fieldwood Energy LLC and TRANSCONTINENTAL GAS PIPELINE COMPANY: Confidentiality Agreement:
Land	7/25/2019	Letter Agreement OCS-G 14535 JB1572 Well	Pursuant to that certain Farmout dated 12/17/2002. Reassignment to Arena and P&A liability
LAND	7/25/2019	Exploration Agreement	Exploration Venture Agreement by and between Fieldwood Energy LLC and Juneau Oil & Gas LLC (terminated 6-23-20)
Land	11/5/2019	Confidentiality Agreement	by and between Fieldwood Energy LLC and W&T OFFSHORE, INC: Confidentiality Agreement:
LAND	11/5/2019	Transfer Notice	
Land	11/8/2019	Confidentiality Agreement	by and between Fieldwood Energy LLC and PROMETHEAN ENERGY CORPORATION: Confidentiality Agreement:
Land	11/8/2019	Confidentiality Agreement	by and between Fieldwood Energy LLC and ROC OIL PTY LTD: Confidentiality Agreement:
Land	11/12/2019	Confidentiality Agreement	by and between Fieldwood Energy LLC and CASTEX ENERGY, INC: Confidentiality Agreement:
Land	11/14/2019	Confidentiality Agreement	by and between Fieldwood Energy LLC and COX OIL OFFSHORE, LLC: Confidentiality Agreement:
Land	11/21/2019	Withdrawal Agreement	by and between Fieldwood Energy LLC and W&T Offshore, Inc.: W&T Withdrawal from EC 2 SL 18121 - W&T did not prepay abandonment
Land	11/21/2019	Letter Agreement	Letter Agreement SS 198 J-11 Well zone shift: Zone shift recommended and election from HO to HG sand by and between GOM Shelf Offshore LLC and Talos Energy Offshore LLC
Land	11/21/2019	Letter Agreement	Letter Agreement SS 198 J-11 Well zone shift: Zone shift recommended and election from HO to HG sand by and between GOM Shelf Offshore LLC and Renaissance Offshore LLC
Land	12/10/2019	Non-Consent	by and between Fieldwood Energy LLC and W&T Offshore, Inc.: W&T Non-consent lease saving operation on EC 2 SL 18121 for failure to respond to lease number FW194042
Land	12/12/2019	Purchase of Pipeline ROW OCS-G 14731 Seg. No. 10406	by and between Fieldwood Energy LLC and Monforte Exploration L.L.C.: SS 274 A Platform to EI 259 A Platform
Land	1/22/2020	Confidentiality Agreement	by and between Fieldwood Energy LLC and WERRUS AQUAMARINE, LLC: Confidentiality Agreement:
Land	1/27/2020	Acquisition	by and between Fieldwood Energy LLC, Castex Offshore, Inc., GOME 12711 LLC and Dorado Deep GP, LLC: Assignment of interest in MP 275 A-3 Well
Land	3/2/2020	Confidentiality Agreement	Confidentiality Agreement BY AND BETWEEN FIELDWOOD ENERGY LLC AND ODYSSEY PIPELINE LLC = MP 289 "C" PF
Land	3/4/2020	Confidentiality Agreement	Confidentiality Agreement by and between Fieldwood Energy LLC and Arena Energy
Land	01/01/1994, 04/08/1994	Unit Operating Agreement	Unit Operating Agreement by and between CNV Producing Company, Columbia Gas Development Corporation, Total Minatome Corporation, Energy Development Corporation, Murphy Exploration and Production Company and Anadarko Petroleum Corporation; and Forest Oil Corporation and Timbuck Company/The Hat Creek Production Company, Limited Partnership (referred to as "Override Parties")
Land	12/31/2013	First Amendment to the Participation Agreement	First Amendment to the Participation Agreement OCS-G0786, South Marsh Island Area, Block 48 Offshore Federal Waters
Pipeline Transport	10/31/2013	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Arena Offshore LP and Arena Offshore LP
Pipeline Transport	10/31/2013	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Arena Offshore LP and Arena Offshore LP
Pipeline Transport	10/31/2013	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Arena Offshore LP and Arena Offshore LP
Pipeline Transport	7/31/2013	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Energy XXI and Energy XXI
Pipeline Transport	7/31/2013	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Energy XXI and Energy XXI
Pipeline Transport	7/31/2013	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Energy XXI and Energy XXI
Pipeline Transport	6/3/2015	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Energy XXI and Energy XXI
Pipeline Transport	6/3/2015	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Energy XXI and Energy XXI
Pipeline Transport	6/3/2015	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Energy XXI and Energy XXI
Pipeline Transport	7/8/2013	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Tana Exploration Company, LLC and Tana Exploration Company, LLC
Pipeline Transport	7/8/2013	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Tana Exploration Company, LLC and Tana Exploration Company, LLC
Pipeline Transport	7/8/2013	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Tana Exploration Company, LLC and Tana Exploration Company, LLC
Pipeline Transport	8/1/2015	Cheetah Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Talos Energy Offshore, LLC and Talos Energy Offshore, LLC
Pipeline Transport	8/1/2015	Cheetah Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Talos Energy Offshore, LLC and Talos Energy Offshore, LLC
Pipeline Transport	11/12/2013	THROUGHPUT CAPACITY LEASE AND TIE IN AGREEMENT	Capacity Agreement by and between Fieldwood and Walter Oil & Gas Corporation and Walter Oil & Gas Corporation
Pipeline Transport	12/1/2018	EWING BANK FLOWLINE THROUGHPUT CAPACITY LEASE AGREEMENT	Capacity Agreement by and between Fieldwood and Apache Shelf Exploration LLC and Apache Shelf Exploration LLC
Pipeline Transport	12/1/2018	EWING BANK FLOWLINE THROUGHPUT CAPACITY LEASE AGREEMENT	Capacity Agreement by and between Fieldwood and W & T OFFSHORE INC and W & T OFFSHORE INC
Pipeline Transport	12/1/2018	EWING BANK FLOWLINE THROUGHPUT CAPACITY LEASE AGREEMENT	Capacity Agreement by and between Fieldwood and Walter Oil & Gas Corporation and Walter Oil & Gas Corporation
Pipeline Transport	2/2/1996	GATHERING AGREEMENT	Gathering Agreement by and between Fieldwood and CMA Pipeline and CMA Pipeline
Pipeline Transport	9/30/2015	AMENDMENT TO GATHERING AGREEMENT	Gathering Agreement by and between Fieldwood and CMPA PIPELINE PARTNERSHIP, LLC and CMPA PIPELINE PARTNERSHIP, LLC
PHA SS182/SS170	5/1/2013	PRODUCTION HANDLING AGMT	PHA by and between Fieldwood and BOIS D'ARC EXPLORATION, LLC and BOIS D'ARC EXPLORATION, LLC
PHA EI316A/EI 315C	7/14/2008	PRODUCTION HANDLING AGMT	PHA EI 3316A/EI 315C by and between Fieldwood and TANA EXPLORATION COMPANY LLC and TANA EXPLORATION COMPANY LLC
PHA for EB165A/EB430	9/30/2004	PRODUCTION HANDLING AGMT	PHA for EB165A/EB430 by and between Fieldwood and WALTER OIL & GAS CORPORATION and WALTER OIL & GAS CORPORATION
PHA for SP108/ST72	12/1/2014	PRODUCTION HANDLING AGMT	PHA for SP108/ST72 by and between Fieldwood and WALTER OIL & GAS CORPORATION and WALTER OIL & GAS CORPORATION
PHA GI 116A/ST 229	6/1/2005	PRODUCTION HANDLING AGMT	PHA for GI 116A/ST229 by and between Fieldwood and W & T OFFSHORE INC and W & T OFFSHORE INC
PHA SS178A/SS1777A-45T	8/25/1998	PRODUCTION HANDLING AGMT	PHA SS178A/SS1777A-45T by and between Fieldwood and W & T OFFSHORE INC and W & T OFFSHORE INC
PHA MP 310A/MP 315	11/30/2015	PRODUCTION HANDLING AGMT	PHA MP 310A/MP315 by and between Fieldwood and TALOS ENERGY OFFSHORE, LLC and TALOS ENERGY OFFSHORE, LLC
PHA MP 310A/MP 315	11/30/2015	PRODUCTION HANDLING AGMT	PHA MP 310A/MP315 by and between Fieldwood and HE&D OFFSHORE LP and HE&D OFFSHORE LP
Service Agreements	4/1/2009	SERVICE CONTRACT	Allocation of quality bank by and between Fieldwood and Allocation Specialists, LLC and Allocation Specialists, LLC
LEASE OF PLATFORM SPACE	2/1/1990	Access and Right of Use Agreement 3/1/2020 - 2/28/2021	A-LOPS-WD075 by and between Fieldwood and American Panther, LLC and American Panther, LLC
LEASE OF PLATFORM SPACE	10/10/1984	Platform Space Rental Agreement SMI 268A Platform 10/01/2020 - 11/30/2021	A-LOPS- SM268A by and between Fieldwood and American Panther, LLC and American Panther, LLC
LEASE OF PLATFORM SPACE	11/29/2009	Amendment to Lease of Platform Space Agreement Main Pass 289 C8/1/2020 - 7/31/2021(Horn Mountain)	A-LOPS-MP289C(Horn Mountain) by and between Fieldwood and Anadarko US Offshore LLC and Anadarko US Offshore LLC
LEASE OF PLATFORM SPACE	7/12/2016	Marathon Pipeline Facilities Exxon's vermilion Block 265 Platform A	A-LOPS-AccessSvc by and between Fieldwood and East Cameron Gathering LLC and East Cameron Gathering LLC

LEASE OF PLATFORM SPACE	4/15/1988	Amendment of SMI Gathering System (Vermillion Block 265 Platform) Access and Services Agreement1/1/2020 - 12/31/2020	Annual LOPS-VR 265 P/F-A-DRL by and between Fieldwood and Crimson Gulf Accounts Payable and Crimson Gulf Accounts Payable
LEASE OF PLATFORM SPACE	8/1/1996	Lease of Platform Space5/1/2020 - 4/30/2021	A-LOPS-ODYSSEY by and between Fieldwood and Shell Pipeline Company LP and Shell Pipeline Company LP
LEASE OF PLATFORM SPACE	11/1/2001	Lease of Platform Space11/1/2020 - 10/30/2021	A-LOPS-SM128SA2 by and between Fieldwood and Shell Pipeline Company LP and Shell Pipeline Company LP
LEASE OF PLATFORM SPACE	4/27/1977	FIRST AMENDMENT AND RATIFICATION TO TIE-IN SERVICE AGREEMENT04/01/2020-3/31/2021	A-LOPS-MP288-MP289FWE0240 by and between Fieldwood and Stone Energy Corporation and Stone Energy Corporation
LEASE OF PLATFORM SPACE	11/15/1996	Lease of Platform space Agreement	A-LOPS-RAM POWELL by and between Fieldwood and Stone Energy Corporation and Stone Energy Corporation
LEASE OF PLATFORM SPACE	10/25/1985	PLATFORM SPACE AGREEMENT10/25/2020 - 9/24/2021	A-LOPS-SP898 by and between Fieldwood and Texas Eastern Transmission and Texas Eastern Transmission
LEASE OF PLATFORM SPACE	3/1/1980	4/1/2020 - 3/31/2021	A-LOPS-HI179A by and between Fieldwood and Transcontinental Gas Pipeline Corporation and Transcontinental Gas Pipeline Corporation
LEASE OF PLATFORM SPACE	9/5/1981	Receipt and Measurement Facility LOPS EI Block 158 Platform4/1/2020 - 3/31/2021	A-LOPS-E1158B by and between Fieldwood and Transcontinental Gas Pipeline Corporation and Transcontinental Gas Pipeline Corporation
LEASE OF PLATFORM SPACE	9/15/1981	Receipt and Measurement Facility LOPS EI Block 135 "JA" Platform4/1/2020 - 3/31/2021	A-LOPS-E1136JA by and between Fieldwood and Transcontinental Gas Pipeline Corporation and Transcontinental Gas Pipeline Corporation
LEASE OF PLATFORM SPACE	7/1/1997	Lease of Offshore Platform Space Gas Measurement Facility, Pipeline Rise, Liquids Scrubber Facility 3/01/2020 - 2/28/2021	A-LOPS-SM128 by and between Fieldwood and Trunkline Gas Company LLC and Trunkline Gas Company LLC
LEASE OF PLATFORM SPACE	3/1/1998		A-LOPS-5354A by and between Fieldwood and Williams Field Services and Williams Field Services
LEASE OF PLATFORM SPACE	11/29/2001	03/01/2020 - 02/28/2021	A-LOPS- MP289C by and between Fieldwood and W & T OFFSHORE INC and W & T OFFSHORE INC
LEASE OF PLATFORM SPACE	11/29/2001	LEASE OF PLATFORM SPACE	ANA103-LOPS (Horn Mountain Monthly) by and between Fieldwood and Anadarko US Offshore LLC and Anadarko US Offshore LLC
LEASE OF PLATFORM SPACE	12/21/2002	PLATFORM OPERATIONS AGMT	ARE101-LOPS - PL25 by and between Fieldwood and ARENA OFFSHORE LP and ARENA OFFSHORE LP
LEASE OF PLATFORM SPACE	1/1/2011	LEASE OF PLATFORM SPACE	BR1116-LOPS by and between Fieldwood and BRISTOW U.S. LLC and BRISTOW U.S. LLC
LEASE OF PLATFORM SPACE	1/1/2011	LEASE OF PLATFORM SPACE	BR1116-LOPS by and between Fieldwood and BRISTOW U.S. LLC and BRISTOW U.S. LLC
LEASE OF PLATFORM SPACE	1/1/2011	LEASE OF PLATFORM SPACE	BR1116-LOPS by and between Fieldwood and BRISTOW U.S. LLC and BRISTOW U.S. LLC
LEASE OF PLATFORM SPACE	1/1/2011	LEASE OF PLATFORM SPACE	BR1116-LOPS by and between Fieldwood and BRISTOW U.S. LLC and BRISTOW U.S. LLC
LEASE OF PLATFORM SPACE	1/1/2018	SERVICES CONTRACT	EAS101 VR265ADRL by and between Fieldwood and EAST CAMERON GATHERING LLC and EAST CAMERON GATHERING LLC
LEASE OF PLATFORM SPACE	11/1/2006	LEASE OF PLATFORM SPACE	ERA100-LOPS by and between Fieldwood and ERA Helicopters LLC and ERA Helicopters LLC
LEASE OF PLATFORM SPACE	11/1/2006	LEASE OF PLATFORM SPACE	ERA100-LOPS by and between Fieldwood and ERA Helicopters LLC and ERA Helicopters LLC
LEASE OF PLATFORM SPACE	11/1/2006	LEASE OF PLATFORM SPACE	ERA100-LOPS by and between Fieldwood and ERA Helicopters LLC and ERA Helicopters LLC
LEASE OF PLATFORM SPACE	11/1/2006	LEASE OF PLATFORM SPACE	ERA100-LOPS by and between Fieldwood and ERA Helicopters LLC and ERA Helicopters LLC
LEASE OF PLATFORM SPACE	11/1/2006	LEASE OF PLATFORM SPACE	ERA100-LOPS by and between Fieldwood and ERA Helicopters LLC and ERA Helicopters LLC
LEASE OF PLATFORM SPACE	4/28/2009	LEASE OF PLATFORM SPACE	ROT101-LOPS EI 189P/F B by and between Fieldwood and Rotocraft Leasing Company, LLC and Rotocraft Leasing Company, LLC
LEASE OF PLATFORM SPACE	4/28/2009	LEASE OF PLATFORM SPACE	ROT101-LOPS MATAGORDA ISLAND 622C by and between Fieldwood and Rotocraft Leasing Company, LLC and Rotocraft Leasing Company, LLC
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-1 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-2 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-3 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-4 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-5 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-6 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-7 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-8 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-9 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-12 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-12 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-13 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-17 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-18 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-12 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-14 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-15 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-15 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-16 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-20 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-24 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-25 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-26 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	4/15/1968	LEASE OF PLATFORM SPACE	KIN129-LOPS by and between Fieldwood and KINETICA DEEPWATER EXPRESS, LLC and KINETICA DEEPWATER EXPRESS, LLC
LEASE OF PLATFORM SPACE	6/14/2000	FACILITIES OPERATING AND MAINTENANCE AGMT	WIL174 OP&M FEE-VK251A by and between Fieldwood and WILLIAMS FIELD SERVICES and WILLIAMS FIELD SERVICES
PRODUCTION HANDLING AGMT (JIB)-2	1/1/2007	PRODUCTION HANDLING AGREEMENT	PHA E1312-SM142 by and between Fieldwood and EPL OIL & GAS, LLC and EPL OIL & GAS, LLC
PRODUCTION HANDLING AGMT (JIB)-2	1/1/2007	PRODUCTION HANDLING AGREEMENT	PHA E1312-SM142 by and between Fieldwood and EPL OIL & GAS, LLC and EPL OIL & GAS, LLC
PRODUCTION HANDLING AGMT (JIB)-3	3/1/2007	PRODUCTION HANDLING AGREEMENT	PHA PLO09-PL010B by and between Fieldwood and MCMORAN OIL & GAS LLC and MCMORAN OIL & GAS LLC
PRODUCTION HANDLING AGMT (JIB)-3	3/1/2007	PRODUCTION HANDLING AGREEMENT	PHA PLO09-PL010B by and between Fieldwood and RIDGEWOOD ENERGY CORPORATION and RIDGEWOOD ENERGY CORPORATION
PRODUCTION HANDLING AGMT (JIB)-3	3/1/2007	PRODUCTION HANDLING AGREEMENT	PHA PLO09-PL010B by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-4	8/14/1995	PRODUCTION HANDLING AGREEMENT	PHA SM280-SM268A by and between Fieldwood and MP GULF OF MEXICO, LLC and MP GULF OF MEXICO, LLC
PRODUCTION HANDLING AGMT (JIB)-4	8/14/1995	PRODUCTION HANDLING AGREEMENT	PHA SM280-SM268A by and between Fieldwood and MP GULF OF MEXICO, LLC and MP GULF OF MEXICO, LLC
PRODUCTION HANDLING AGMT (JIB)-4	8/14/1995	PRODUCTION HANDLING AGREEMENT	PHA SM280-SM268A by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-5	6/9/2008	JIB PHA EC 2C/EC2#1	PHA EC002-EC002C by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-5	6/9/2008	JIB PHA EC 2C/EC2#1	PHA EC002-EC002C by and between Fieldwood and C/O FAIRFIELD-MAXWELL LTD and C/O FAIRFIELD-MAXWELL LTD
PRODUCTION HANDLING AGMT (JIB)-5	6/9/2008	JIB PHA EC 2C/EC2#1	PHA EC002-EC002C by and between Fieldwood and HILCORP ENERGY 1 LP and HILCORP ENERGY 1 LP
PRODUCTION HANDLING AGMT (JIB)-6	5/1/2012	JIB PHA EI 354#A6/EI337A10	PHA EI354-EI337A by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-6	5/1/2012	JIB PHA EI 354#A6/EI337A10	PHA EI354-EI337A by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-6	5/1/2012	JIB PHA EI 354#A6/EI337A10	PHA EI354-EI337A by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-7	1/1/2001	PHA VK694-MP0259A-FWE0313	PHA EI354-EI337A by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-7	1/1/2001	PHA VK694-MP0259A-FWE0313	PHA VK694-MP0259A-FWE0313 by and between Fieldwood and MCMORAN OIL & GAS LLC and MCMORAN OIL & GAS LLC
PRODUCTION HANDLING AGMT (JIB)-7	1/1/2001	PHA VK694-MP0259A-FWE0313	PHA VK694-MP0259A-FWE0313 by and between Fieldwood and PIQUANT INC and PIQUANT INC
PRODUCTION HANDLING AGMT (JIB)-7	1/1/2001	PRODUCTION HANDLING AGREEMENT	PHA VK694-MP0259A-FWE0313 by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-7	1/1/2001	PRODUCTION HANDLING AGREEMENT	PHA VK694-MP0259A-FWE0313 by and between Fieldwood and MCMORAN OIL & GAS LLC and MCMORAN OIL & GAS LLC
PRODUCTION HANDLING AGMT (JIB)-8	10/1/2002	PRODUCTION HANDLING AGREEMENT	PHA ST205-ST206A by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-8	10/1/2002	PRODUCTION HANDLING AGREEMENT	PHA ST205-ST206A by and between Fieldwood and FWE and FWE

PRODUCTION HANDLING AGMT (IJB)-8	10/1/2002	PRODUCTION HANDLING AGREEMENT	PHA ST205-ST206A by and between Fieldwood and MARATHON OIL COMPANY MARATHON OIL COMPANY		an
PRODUCTION HANDLING AGMT (IJB)-9	9/1/2002	FLOWLINE USE AGREEMENT	PHA VK694-MP0259A-FWE0317 by and between Fieldwood and FWE and FWE		
PRODUCTION HANDLING AGMT (IJB)-9	9/1/2002	FLOWLINE USE AGREEMENT	PHA VK694-MP0259A-FWE0317 by and between Fieldwood and MCMORAN OIL & GAS LLC and MCMORAN OIL & GAS LLC		
PRODUCTION HANDLING AGMT (IJB)-9	9/1/2002	FLOWLINE USE AGREEMENT	PHA VK694-MP0259A-FWE0317 by and between Fieldwood and PIQUANT INC and PIQUANT INC		
PRODUCTION HANDLING AGMT (IJB)-9	9/1/2002	FLOWLINE USE AGREEMENT	PHA VK694-MP0259A-FWE0317 by and between Fieldwood and MCMORAN OIL & GAS LLC and MCMORAN OIL & GAS LLC		
PRODUCTION HANDLING AGMT (IJB)-10	4/28/2014	PRODUCTION HANDLING AGREEMENT	PHA MP312-MP311A by and between Fieldwood and FWE and FWE		
PRODUCTION HANDLING AGMT (IJB)-10	4/28/2014	PRODUCTION HANDLING AGREEMENT	PHA MP312-MP311A by and between Fieldwood and FWE and FWE		
PRODUCTION HANDLING AGMT (IJB)-10	4/28/2014	PRODUCTION HANDLING AGREEMENT	PHA MP312-MP311A by and between Fieldwood and EPL OIL & GAS, LLC and EPL OIL & GAS, LLC		
PRODUCTION HANDLING AGMT (IJB)-11	12/19/2003	PRODUCTION PROCESSING HANDLING AND OPERATING AGMT	PHA EI342C-EI342C by and between Fieldwood and FWE and FWE		
PRODUCTION HANDLING AGMT (IJB)-11	12/19/2003	PRODUCTION PROCESSING HANDLING AND OPERATING AGMT	PHA EI342C-EI342C by and between Fieldwood and FWE and FWE		
PRODUCTION HANDLING AGMT (IJB)-11	12/19/2003	PRODUCTION PROCESSING HANDLING AND OPERATING AGMT	PHA EI342C-EI342C by and between Fieldwood and TANA EXPLORATION COMPANY LLC and TANA EXPLORATION COMPANY LLC		
PRODUCTION HANDLING AGMT (IJB)-12	4/28/2014	PRODUCTION HANDLING AGREEMENT	PHA MP311B-MP302819 by and between Fieldwood and APACHE SHELF EXPLORATION LLC and APACHE SHELF EXPLORATION LLC		
PRODUCTION HANDLING AGMT (IJB)-12	4/28/2014	PRODUCTION HANDLING AGREEMENT	PHA MP311B-MP302819 by and between Fieldwood and EPL OIL & GAS, LLC and EPL OIL & GAS, LLC		
PRODUCTION HANDLING AGMT (IJB)-13	4/1/2007	PRODUCTION HANDLING AGREEMENT	RID108101-MP289C-MP275 by and between Fieldwood and RIDGEWOOD ENERGY CORPORATION and RIDGEWOOD ENERGY CORPORATION		
PRODUCTION HANDLING AGMT (IJB)-13	4/1/2007	PRODUCTION HANDLING AGREEMENT	RID108101-MP289C-MP275 by and between Fieldwood and FWE and FWE		
PRODUCTION HANDLING AGMT (IJB)	10/23/2018	AGREEMENT FOR THE GATHERING AND PROCESSING OF MO 826 ("SLEEPING BEAR")	MOR26-VK251 by and between Fieldwood and W&T Offshore, Inc. and W&T Offshore, Inc.		
PRODUCTION HANDLING AGMT (Non-Op)		PRODUCTION HANDLING AGREEMENT	ST 320 A-S571 by and between Fieldwood and W&T Offshore, Inc. and W&T Offshore, Inc.		
PRODUCTION HANDLING AGMT (Non-Op)	6/30/1999	PRODUCTION HANDLING AGREEMENT	MC 108/MC 109 by and between Fieldwood and Talos Energy LLC and Talos Energy LLC		
PRODUCTION HANDLING AGMT (Non-Op)		PRODUCTION HANDLING AGREEMENT	ST 311 C-1 by and between Fieldwood and Walter Oil & Gas Corporation and Walter Oil & Gas Corporation		
PRODUCTION HANDLING AGMT (Non-Op)	7/18/2002	PRODUCTION HANDLING AGREEMENT	HIA-A582 by and between Fieldwood and Cox Operating, LLC and Cox Operating, LLC		
PRODUCTION HANDLING AGMT (Non-Op)	10/21/2018	PRODUCTION HANDLING AGREEMENT	ST 320 A02 by and between Fieldwood and Walter Oil & Gas Corporation and Walter Oil & Gas Corporation		
PRODUCTION HANDLING AGMT (Non-Op)	5/20/2019	PRODUCTION HANDLING AGREEMENT	ST 320 A03 by and between Fieldwood and Walter Oil & Gas Corporation and Walter Oil & Gas Corporation		
PRODUCTION HANDLING AGMT (Non-Op)	6/13/1996	PRODUCTION HANDLING AGREEMENT	SS 300 B/S5301 by and between Fieldwood and W & T Offshore, Inc. and W & T Offshore, Inc.		
PRODUCTION HANDLING AGMT (Non-Op)	6/30/1999	PLATFORM ACCESS, OPERATING SERVICES AND PRODUCTION HANDLING AGREEMENT(ORION)	MC 109/MC110 by and between Fieldwood and Talos Energy and Talos Energy		
PRODUCTION HANDLING AGMT (Non-Op)	5/5/2009	PRODUCTION HANDLING AGREEMENT	SS 311 C-1 by and between Fieldwood and Walter Oil & Gas Corporation and Walter Oil & Gas Corporation		
PRODUCTION HANDLING AGMT (Non-Op)	3/1/2007	PRODUCTION HANDLING AGREEMENT	SM 107 by and between Fieldwood and Talos Energy and Talos Energy		
PRODUCTION HANDLING AGMT (Non-Op)	7/1/2014	PRODUCTION HANDLING AND FACILITY USE AGREEMENT	VR 271 by and between Fieldwood and Castex Offshore Inc and Castex Offshore Inc		
PRODUCTION HANDLING AGMT (Non-Op)	8/1/1997	PRODUCTION HANDLING AGREEMENT	ST 176/ST 148 by and between Fieldwood and Arena Offshore LLC and Arena Offshore LLC		
PRODUCTION HANDLING AGMT (Non-Op)	8/1/1997	PRODUCTION HANDLING AGREEMENT	ST 176/ST 148 by and between Fieldwood and Arena Offshore LLC and Arena Offshore LLC		
CONNECTION AGREEMENT EI 342C	9/17/1986	PIPELINE CONNECTION & OPERATION AGREEMENT EUGENE ISLAND PIPELINE SYSTEM	Interconnect Agreement EI 346 by and between Fieldwood and GEL Offshore Pipeline, LLC and GEL Offshore Pipeline, LLC		
CONNECTION AGREEMENT EI 342C	1/1/2010	RATIFICATION OF & SUPPLEMENT TO PIPELINE CONNECTION AND OPERATION AGREEMENT	Interconnect Agreement EI 346 by and between Fieldwood and GEL Offshore Pipeline, LLC and GEL Offshore Pipeline, LLC		
CONNECTION AGREEMENT EI 342C	8/7/2018	AMENDMENT NO. 1 TO PIPELINE CONNECTION AND OPERATION AGREEMENT	Interconnect Agreement EI 346 by and between Fieldwood and GEL Offshore Pipeline, LLC and GEL Offshore Pipeline, LLC		
CONNECTION AGREEMENT EI 342	10/26/2011	FACILITIES LETTER AGREEMENT	Agreement for Gas Connection at EI 346 by and between Fieldwood and ANR Pipeline Company and ANR Pipeline Company		
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco		
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco		
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco		
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco		
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Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco		
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco		
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco		
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco		
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco		
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco		
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco		
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco		



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Marketing Gas - Transport	10/1/2011	IT-Retrograde Transport	SearobinWest Pipeline - sandridge /Dynamic IT Retrograde by and between Fieldwood Energy Offshore, LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	4/1/2015	FT-2 Discount Letter Agreement	Discovery Gas FT2 Discount letter by and between Fieldwood Energy LLC and Discovery Gas Transmission and Discovery Gas Transmission
Marketing Gas - Gathering and Dedication	4/1/2015	Gas Dedication and Gathering Agreement	Discovery Gas Gathering and Gas Dedication by and between Fieldwood Energy LLC and Discovery Gas Transmission and Discovery Gas Transmission
Marketing Gas - Transport	1/1/2012	IT Transport Contract - Reserve Dedication and Discount Rate	Stinray - HI 350, WC 144 WC269 \$.10 discount. Reserve Dedication agreement 310074 by and between Fieldwood Energy LLC and Stinray Pipeline Company LLC (MCP Operating) and Stinray Pipeline Company LLC (MCP Operating)
Marketing Gas - Transport	1/1/2012	IT Transport Contract - Reserve Dedication and Discount Rate	Stinray - HI 350, WC 144 WC269 \$.10 discount. Reserve Dedication agreement 310074 by and between Fieldwood Energy LLC and Stinray Pipeline Company LLC (MCP Operating) and Stinray Pipeline Company LLC (MCP Operating)
Marketing Gas - Transport	1/1/2012	IT Transport Contract - Reserve Dedication and Discount Rate	Stinray - HI 350, WC 144 WC269 \$.10 discount. Reserve Dedication agreement 310074 by and between Fieldwood Energy LLC and Stinray Pipeline Company LLC (MCP Operating) and Stinray Pipeline Company LLC (MCP Operating)
Marketing Gas - Transport	1/1/2017	IT-Transport- Discount Letter	Searobin East - Transport, IT Discount Life of reserves at ST 292 (FW production- GI 116, ST 295) by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	1/1/2017	IT-Transport- Discount Letter	Searobin East - Transport, IT Discount Life of reserves at ST 292 (FW production- GI 116, ST 295) by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	1/1/2017	IT-PTR Transport	Searobin East - PTR Transport, IT Discount Life of reserves at ST 292 (FW production- GI 116, ST 295) by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	1/1/2017	IT-PTR Transport	Searobin East - PTR Transport, IT Discount Life of reserves at ST 292 (FW production- GI 116, ST 295) by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-PTR Transport- Discount Letter	Searobin East - PTR Transport, IT Discount Life of reserves at ST 292 (FW production- GI 116, ST 295) by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-PTR Transport- Discount Letter	Searobin East - PTR Transport, IT Discount Life of reserves at ST 292 (FW production- GI 116, ST 295) by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas-Transport	12/17/1997	FT - Transport	Venice Gatheing Firm Transport with Discount \$.05, ST-148 by and between Fieldwood Energy LLC and Venice Gatheering System, L.L.C. and Venice Gatheering System, L.L.C.
Marketing Gas-Transport	8/13/1997	Precedent Agreement for Transportation of Gas and Non-Jurisdictional Services	Venice Gatheing Firm Transport with Discount \$.05, ST-148 by and between Fieldwood Energy LLC and Venice Gatheering System, L.L.C. and Venice Gatheering System, L.L.C.
Marketing Gas-Transport	12/15/1997	Reserve Commitment Agreement	Venice Gatheing Firm Transport with Discount \$.05, ST-148 by and between Fieldwood Energy LLC and Venice Gatheering System, L.L.C. and Venice Gatheering System, L.L.C.
Marketing Gas-Gathering	4/1/2003	IT Transport	GC 45, WD 41 by and between Fieldwood Energy LLC and Venice Gaathering System, L.L.C. and Venice Gaathering System, L.L.C.
Marketing Gas-Gathering	11/1/2010	IT Transport	Venice Gaathering, Max Rate,WD 41 Effective date 11/1/2010 by and between Fieldwood Energy LLC and Venice Gaathering System, L.L.C. and Venice Gaathering System, L.L.C.
Marketing Gas-Gathering	6/14/2000	Gas Gathering Agreement	Gas Gathering Agreement by and between Fieldwood Energy LLC and Carbonate Trend and Carbonate Trend
Marketing-Gas Gathering	6/14/2000	Gas Gathering Agreement	Gas Gathering Agreement. by and between Fieldwood Energy LLC and Carbonate Trend and Carbonate Trend
Marketing-Gas Gathering	9/10/1990	Gas Gathering Agreement	Gathering Agreement - Discount for BA 491 by and between Fieldwood Energy LLC and WFS and WFS
Operating and Management Agreement	6/1/2015	Operating and Management Agreement Panther Operating Company (Third Coast)	Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System by and between Fieldwood Energy LLC and Panther Operating Company, LLC (Third Coast Midstream) and Panther Operating Company, LLC (Third Coast Midstream)
Operating and Management Agreement	6/1/2015	Operating and Management Agreement Panther Operating Company (Third Coast)	Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System by and between Fieldwood Energy LLC and Panther Operating Company, LLC (Third Coast Midstream) and Panther Operating Company, LLC (Third Coast Midstream)
Operating and Management Agreement	1/17/1963	Conveyance and Operating Agreement Grand Chenier Separation Facilities Cameron Parish, Louisiana	Governs the Facility Operations and ownership. by and between Fieldwood Energy LLC and and
Operating and Management Agreement	1/17/1963	Conveyance and Operating Agreement Grand Chenier Separation Facilities Cameron Parish, Louisiana	Governs the Facility Operations and ownership. by and between Fieldwood Energy LLC and and
Operating and Management Agreement	1/17/1963	Conveyance and Operating Agreement Grand Chenier Separation Facilities Cameron Parish, Louisiana	Governs the Facility Operations and ownership. by and between Fieldwood Energy LLC and and
Operating and Management Agreement	1/17/1963	Conveyance and Operating Agreement Grand Chenier Separation Facilities Cameron Parish, Louisiana	Governs the Facility Operations and ownership. by and between Fieldwood Energy LLC and and
Operating and Management Agreement	Yes the Construction and Operation	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Operating and Management Agreement	Yes the Construction and Operation	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Operating and Management Agreement	Yes the Construction and Operation	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Operating and Management Agreement	Yes the Construction and Operation	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Operating and Management Agreement	Yes the Construction and Operation	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Operating and Management Agreement	Yes the Construction and Operation	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Operating and Management Agreement	Yes the Construction and Operation	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Operating and Management Agreement	Yes the Construction and Operation	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Operating and Management Agreement	Yes the Construction and Operation	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and

Operating and Management Agreement	See the Construction and Operation Agreement	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Operating and Management Agreement	See the Construction and Operation Agreement	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Operating and Management Agreement	See the Construction and Operation Agreement	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Operating and Management Agreement	See the Construction and Operation Agreement	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement to the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and
Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement to the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and
Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement to the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and
Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement to the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and
Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement to the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and
Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement to the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and
Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement to the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and
Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement to the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and
Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement to the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and
Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement to the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and
Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement to the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and
Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement to the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and
Ownership and Operating Agreement	10/1/1982	Construction, Ownership and Operating Agreement	Governs the Ownership and Operations of the Facility. The Facility is co-owned by two groups, Owners and Producers. Facility assets are owned in three different classes: either solely owned by Owners, co-owned by Owners and Producers or solely owned by Pr by and between Fieldwood Energy LLC and Kinetica Partners LLC and Kinetica Partners LLC
Ownership Agreement	12/2/1985	Ownership Agreement for the Producers' Facility Sabine Pass, as amended	Governs the Ownership and Operations of the Producers' Facility. The Producers' Facility consists of assets owned by Producers, as well as those assets co-owned by the Producers and Owners. Fieldwood, as the designated Producers' Representative, represents th by and between Fieldwood Energy LLC and and
Ownership and Operating Agreement	9/26/1982	Venice Dehydration Station Operations and Maintenance Agreement	Provides for the use of the Venice Dehydration Station by the Venice Dehydration Station Owners by and between Fieldwood Energy LLC and and
Ownership and Operating Agreement	9/26/1982	Venice Dehydration Station Operations and Maintenance Agreement	Provides for the use of the Venice Dehydration Station by the Venice Dehydration Station Owners by and between Fieldwood Energy LLC and and
Ownership and Operating Agreement	9/26/1982	Venice Dehydration Station Operations and Maintenance Agreement	Provides for the use of the Venice Dehydration Station by the Venice Dehydration Station Owners by and between Fieldwood Energy LLC and and
Service Agreement	11/1/2015	South Pass Dehydration Service Agreement as amended	Provides for certain monitoring, maintenance and repairs for the South Pass Dehydration Station on behalf of Owners by and between Fieldwood Energy LLC and Venice Energy Services Company LLC (Targa Resources) and Venice Energy Services Company LLC (Targa Resources)
Service Agreement	11/1/2015	South Pass Dehydration Service Agreement as amended	Provides for certain monitoring, maintenance and repairs for the South Pass Dehydration Station on behalf of Owners by and between Fieldwood Energy LLC and Venice Energy Services Company LLC (Targa Resources) and Venice Energy Services Company LLC (Targa Resources)
Service Agreement	11/1/2015	South Pass Dehydration Service Agreement as amended	Provides for certain monitoring, maintenance and repairs for the South Pass Dehydration Station on behalf of Owners by and between Fieldwood Energy LLC and Venice Energy Services Company LLC (Targa Resources) and Venice Energy Services Company LLC (Targa Resources)
Ownership and Operating Agreement	3/6/1974	Construction and Operating Agreement for Onshore Separation Facility Cameron Parish, Louisiana as amended	Provides for the construction and operation of the onshore separation facility which is connected to the facilities of Stingray Pipeline Company and which separates condensate from the natural gas injected into and transported by Stingray and by between Fieldwood Energy LLC and Stingray Pipeline Company LLC (MCP Operating) and Stingray Pipeline Company LLC (MCP Operating)
Construction and Management Agreement	10/1/1981	Construction and Management Agreement South Pass West Delta Gathering System	Provides for the construction management of the Facility by and between Fieldwood Energy LLC and N/A and N/A

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Construction and Management Agreement	10/1/1981	Construction and Management Agreement South Pass West Delta Gathering System	Provides for the construction management of the Facility by and between Fieldwood Energy LLC and N/A and N/A
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Contribution Agreement (LLC formation)	11/2/2010	Contribution Agreement	SP 49 Pipeline LLC (the "Entity"), an limited liability company, was formed on November 2, 2010 by Apache GOM Pipeline, Inc, (succeeded by FW GOM Pipeline, Inc), Energy XXI GOM LLC, and Stone Energy Offshore, LLC (succeeded by Talos Resources LLC). The e by and between Fieldwood Energy LLC and Talos Resources LLC and Energy XXI GOM, LLC and Talos Resources LLC and Energy XXI GOM, LLC
Operating Agreement	11/2/2010	Operating Agreement South Pass Block 49 & Southwest Pass 24 Pipeline System	The Operator is responsible for the entity's operations, accounting, and reporting detailed in the Operating Agreement, including pipeline operation, repair, and maintenance, as well as administrative functions such as paying expenses and maintaining records by and between Fieldwood Energy LLC and
Operating Agreement	11/2/2010	Operating Agreement South Pass Block 49 & Southwest Pass 24 Pipeline System	The Operator is responsible for the entity's operations, accounting, and reporting detailed in the Operating Agreement, including pipeline operation, repair, and maintenance, as well as administrative functions such as paying expenses and maintaining records by and between Fieldwood Energy LLC and
Operating Agreement	7/1/1970	Agreement for the Construction and Operation of the TOCA Gas Processing Plant St. Bernard Parish, Louisiana	The Operator shall receive the gas to be processed at the Plant Delivery Point for the account of each owner and, after processing, deliver the Residue Gas to Highpoint, all in accordance with agreements by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
Operating Agreement	7/1/1970	Agreement for the Construction and Operation of the TOCA Gas Processing Plant St. Bernard Parish, Louisiana	The Operator shall receive the gas to be processed at the Plant Delivery Point for the account of each owner and, after processing, deliver the Residue Gas to Highpoint, all in accordance with agreements by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
Operating Agreement	7/1/1970	Agreement for the Construction and Operation of the TOCA Gas Processing Plant St. Bernard Parish, Louisiana	The Operator shall receive the gas to be processed at the Plant Delivery Point for the account of each owner and, after processing, deliver the Residue Gas to Highpoint, all in accordance with agreements by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
Operating Agreement	7/1/1970	Agreement for the Construction and Operation of the TOCA Gas Processing Plant St. Bernard Parish, Louisiana	The Operator shall receive the gas to be processed at the Plant Delivery Point for the account of each owner and, after processing, deliver the Residue Gas to Highpoint, all in accordance with agreements by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
Operating Agreement	7/1/1970	Agreement for the Construction and Operation of the TOCA Gas Processing Plant St. Bernard Parish, Louisiana	The Operator shall receive the gas to be processed at the Plant Delivery Point for the account of each owner and, after processing, deliver the Residue Gas to Highpoint, all in accordance with agreements by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
Operating Agreement	7/1/1970	Agreement for the Construction and Operation of the TOCA Gas Processing Plant St. Bernard Parish, Louisiana	The Operator shall receive the gas to be processed at the Plant Delivery Point for the account of each owner and, after processing, deliver the Residue Gas to Highpoint, all in accordance with agreements by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
Construction and Operating Agreement	10/22/1976	Agreement for the Construction and Operation of the Blue Water Gas Plant Acadia Parish, Louisiana	Processing of Owners' gas all in accordance with agreements by and between Fieldwood Energy LLC and EnLink Midstream Operating, LP and EnLink Midstream Operating, LP
Operating Agreement		Lateral Line Operating Agreement Between Apache Corporation and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned by High Island Offshore System. This Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy LLC and and
Operating Agreement		Lateral Line Operating Agreement Between Apache Corporation and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned by High Island Offshore System. This Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy LLC and and
Operating Agreement		Lateral Line Operating Agreement Between Apache Corporation and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned by High Island Offshore System. This Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy LLC and and
Operating Agreement		Lateral Line Operating Agreement Between Apache Corporation and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned by High Island Offshore System. This Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy LLC and and
Construction, Ownership and Operating Agreement	10/1/1984	Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline. Originating from the EI 361 A Platform to the Bonito Pipeline System by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Construction, Ownership and Operating Agreement	10/1/1984	Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline. Originating from the EI 361 A Platform to the Bonito Pipeline System by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company

Construction, Ownership and Operating Agreement	10/1/1984	Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline. Originating from the EI 361 A Platform to the Bonito Pipeline System by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Construction, Ownership and Operating Agreement	10/1/1984	Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline. Originating from the EI 361 A Platform to the Bonito Pipeline System by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Construction, Ownership and Operating Agreement Amendment 2	2/25/2011	Amendment No. 2 Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline (Segment I) and EI Pipeline (Segment II) which was installed to connect the Barnacle Pipeline (the still in service portion what was formerly Bonito Pipeline) . by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Construction, Ownership and Operating Agreement Amendment 2	2/25/2011	Amendment No. 2 Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline (Segment I) and EI Pipeline (Segment II) which was installed to connect the Barnacle Pipeline (the still in service portion what was formerly Bonito Pipeline) . by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Construction, Ownership and Operating Agreement Amendment 2	2/25/2011	Amendment No. 2 Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline (Segment I) and EI Pipeline (Segment II) which was installed to connect the Barnacle Pipeline (the still in service portion what was formerly Bonito Pipeline) . by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Construction, Ownership and Operating Agreement Amendment 2	2/25/2011	Amendment No. 2 Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline (Segment I) and EI Pipeline (Segment II) which was installed to connect the Barnacle Pipeline (the still in service portion what was formerly Bonito Pipeline) . by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Construction, Ownership and Operating Agreement Amendment 2	2/25/2011	Amendment No. 2 Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline (Segment I) and EI Pipeline (Segment II) which was installed to connect the Barnacle Pipeline (the still in service portion what was formerly Bonito Pipeline) . by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Construction, Ownership and Operating Agreement Amendment 2	2/25/2011	Amendment No. 2 Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline (Segment I) and EI Pipeline (Segment II) which was installed to connect the Barnacle Pipeline (the still in service portion what was formerly Bonito Pipeline) . by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Assignment		Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	The Barnacle Pipeline is comprised of the sections of the Bonito Pipeline System (Segments I and II), that remained in service after abandonment of Bonito Pipeline. All owners in the Bonito Pipeline assigned their respective interest to Apache (Fieldwood) by and between Fieldwood Energy LLC and and
Assignment		Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	The Barnacle Pipeline is comprised of the sections of the Bonito Pipeline System (Segments I and II), that remained in service after abandonment of Bonito Pipeline. All owners in the Bonito Pipeline assigned their respective interest to Apache (Fieldwood) by and between Fieldwood Energy LLC and and
Assignment		Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	The Barnacle Pipeline is comprised of the sections of the Bonito Pipeline System (Segments I and II), that remained in service after abandonment of Bonito Pipeline. All owners in the Bonito Pipeline assigned their respective interest to Apache (Fieldwood) by and between Fieldwood Energy LLC and and
Assignment		Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	The Barnacle Pipeline is comprised of the sections of the Bonito Pipeline System (Segments I and II), that remained in service after abandonment of Bonito Pipeline. All owners in the Bonito Pipeline assigned their respective interest to Apache (Fieldwood) by and between Fieldwood Energy LLC and and
Assignment		Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	The Barnacle Pipeline is comprised of the sections of the Bonito Pipeline System (Segments I and II), that remained in service after abandonment of Bonito Pipeline. All owners in the Bonito Pipeline assigned their respective interest to Apache (Fieldwood) by and between Fieldwood Energy LLC and and
Assignment		Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	The Barnacle Pipeline is comprised of the sections of the Bonito Pipeline System (Segments I and II), that remained in service after abandonment of Bonito Pipeline. All owners in the Bonito Pipeline assigned their respective interest to Apache (Fieldwood) by and between Fieldwood Energy LLC and and
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Assignment		Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	The Barnacle Pipeline is comprised of the sections of the Bonito Pipeline System (Segments I and II), that remained in service after abandonment of Bonito Pipeline. All owners in the Bonito Pipeline assigned their respective interest to Apache (Fieldwood) by and between Fieldwood Energy LLC and and
Assignment		Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	The Barnacle Pipeline is comprised of the sections of the Bonito Pipeline System (Segments I and II), that remained in service after abandonment of Bonito Pipeline. All owners in the Bonito Pipeline assigned their respective interest to Apache (Fieldwood) by and between Fieldwood Energy LLC and and
Operating Agreement	5/1/1996	Pipeline Operating Agreement	To provide for the use, maintenance, operation, administration and removal of the Seagate Pipeline. by and between Fieldwood Energy LLC / Fieldwood Energy Offshore LLC and and
Operating Agreement	5/1/1996	Pipeline Operating Agreement	To provide for the use, maintenance, operation, administration and removal of the Seagate Pipeline. by and between Fieldwood Energy LLC / Fieldwood Energy Offshore LLC and and
Operating Agreement	5/1/1996	Pipeline Operating Agreement	To provide for the use, maintenance, operation, administration and removal of the Seagate Pipeline. by and between Fieldwood Energy LLC / Fieldwood Energy Offshore LLC and and
Proposed Ownership Agreement	7/11/2009	Letter of Intent Amberjack Pipeline Repair - Mississippi Canyon Block 109 Area and Chevron Pipe Line Company Valve Project - South Pass 50	Proposes that the producers utilizing the Amberjack Pipeline, collectively, "the Producers", become owners in the Amberjack Pipeline. by and between Fieldwood Energy LLC and and
Proposed Ownership Agreement	7/11/2009	Letter of Intent Amberjack Pipeline Repair - Mississippi Canyon Block 109 Area and Chevron Pipe Line Company Valve Project - South Pass 50	Proposes that the producers utilizing the Amberjack Pipeline, collectively, "the Producers", become owners in the Amberjack Pipeline. by and between Fieldwood Energy LLC and and
Proposed Ownership Agreement	7/11/2009	Letter of Intent Amberjack Pipeline Repair - Mississippi Canyon Block 109 Area and Chevron Pipe Line Company Valve Project - South Pass 50	Proposes that the producers utilizing the Amberjack Pipeline, collectively, "the Producers", become owners in the Amberjack Pipeline. by and between Fieldwood Energy LLC and and
Oil Purchase and Sale Agreement/Transport	12/23/1995	Oil Purchase and Sale Agreement Between Anadarko Petroleum Corporation and Texaco Trading and Transportation INC (now Poseidon Oil Pipeline Company LLC)	Crude Oil Purchase and Sale/Transport by and between Fieldwood Energy LLC and Poseidon Oil Pipeline Company LLC and Poseidon Oil Pipeline Company LLC
Oil Gathering Agreement	6/1/2003	Oil Gathering Agreement Between Westport Resources Corporation Noble Energy Inc M	Crude Oil Transport. by and between Fieldwood Energy LLC and Manta Ray Gathering Co.,LLC and Manta Ray Gathering Co.,LLC
Oil Purchase and Sale Agreement/Transport	7/15/2003	Oil Purchase and Sale Agreement Between Westport Resources Corporation Mariner Energy Inc Noble Energy Inc and Poseidon Oil Pipeline Company LLC	Crude Oil Purchase and Sale/Transport by and between Fieldwood Energy LLC and Poseidon Oil Pipeline Company LLC and Poseidon Oil Pipeline Company LLC
Oil Purchase and Sale Agreement/Transport	4/10/2012	Oil Purchase and Sale Agreement Between Apache Shelf Inc and Poseidon Oil Pipeline Company LLC	Crude Oil Purchase and Sale/Transport by and between Fieldwood Energy LLC and Poseidon Oil Pipeline Company LLC and Poseidon Oil Pipeline Company LLC
Oil Gathering Agreement	3/6/2020	Oil Gathering and Reserve Dedication Agreement Between Rosefield Pipeline Company, LLC and Fieldwood Energy LLC as Producer	Crude Oil Transport. by and between Fieldwood Energy LLC and Rosefield Pipeline Company LLC and Rosefield Pipeline Company LLC
Oil Gathering Agreement	3/6/2020	Oil Gathering and Reserve Dedication Agreement Between Rosefield Pipeline Company, LLC and Fieldwood Energy LLC as Producer	Crude Oil Transport. by and between Fieldwood Energy LLC and Rosefield Pipeline Company LLC and Rosefield Pipeline Company LLC

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Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	In Hand	Qt	Total Value	W%	Net Value
North Warehouse	Fieldwood	54401		WH/B42/S1	LINER: PWR CYL		EA			1	3,975.83	100.0%	3,975.83
North Warehouse	Fieldwood	54402		WH/B42/FLR	PSTN/ROD ASSY: 10-1/2", GMWA,		EA			1	15,303.69	100.0%	15,303.69
North Warehouse	Fieldwood	54403		WH/B42/FLR	PSTN/ROD ASSY: 28", GMWA, ROD		EA			1	21,498.05	100.0%	21,498.05
North Warehouse	Fieldwood	54406		WH/B42/S1	PSTN: 18", PISTON, GMVC 1ST STGE		EA			1	19,676.18	100.0%	19,676.18
North Warehouse	Fieldwood	54407		B3/B3/S2	LINER: 2ND STGE CYL		EA			1	2,542.05	100.0%	2,542.05
North Warehouse	Fieldwood	54408		WH/B41/S2	LINER: GMVC 1ST STGE		EA			1	2,186.24	100.0%	2,186.24
North Warehouse	Fieldwood	54409		WH/B37/FL	HD: 2ND STGE CRNKEND		EA			1	4,372.48	100.0%	4,372.48
North Warehouse	Fieldwood	54411		WH/SE Wall/FLR	CRNKSHT: GMVA/GMVC- 12		EA			1	82,650.64	100.0%	82,650.64
North Warehouse	Fieldwood	54412		WH/SE Wall/FLR	CRNKSHT: GMVA/GMVC- 12		EA			2	81,082.47	100.0%	81,082.47
North Warehouse	Fieldwood	54419		B3/B3/S2	PMP: GMVA LUBE OIL		EA			1	5,829.98	100.0%	5,829.98
North Warehouse	Fieldwood	54420		WH/FL	CRSSHD ASSY: GMVA/VC/VH		EA			1	6,095.65	100.0%	6,095.65
North Warehouse	Fieldwood	54421		WH/B41/FL	CRSSHD ASSY: GMVA/VC/VH		EA			1	6,095.65	100.0%	6,095.65
North Warehouse	Fieldwood	54422		WH/FL	CRSSHD ASSY: GMVA/VC/VH		EA			1	7,703.92	100.0%	7,703.92
North Warehouse	Fieldwood	54445		B3/B3/S2	GEAR: GMVC BLOWER DRV		EA			1	3,352.24	100.0%	3,352.24
North Warehouse	Fieldwood	54447		WH/B42/FLR	PSTN/ROD ASSY: 18", 1ST STGE		EA			1	14,956.39	100.0%	14,956.39
North Warehouse	Fieldwood	54448		WH/B42/S1	LINER: 18", 1ST STGE COMPRSSR		EA			1	1,967.62	100.0%	1,967.62
North Warehouse	Fieldwood	54449		WH/B42/S1	LINER: 15", 2ND STGE COMPRSSR		EA			1	1,785.43	100.0%	1,785.43
North Warehouse	Fieldwood	54450		WH/B41/S2	LINER: 9-3/4", 3RD STGE COMPRSSR		EA			1	1,909.90	100.0%	1,909.90
North Warehouse	Fieldwood	54452		B3/B1/S1	GEAR: GMV3-FB, PARTCO BLOWER W/HUB		EA			1	16,032.44	100.0%	16,032.44
North Warehouse	Fieldwood	54456		WH/B42/FLR	PSTN/ROD ASSY: 9-3/4", 3RD STGE		EA			1	2,399.73	100.0%	2,399.73
North Warehouse	Fieldwood	54457		WH/B43/S1	PSTN/ROD ASSY: 9-5/8", GMWA,		EA			1	16,032.44	100.0%	16,032.44
North Warehouse	Fieldwood	54458		WH/B43/FLR	PSTN/ROD ASSY: 17-1/4", GMVA-8 1ST S TGE		EA			1	18,636.17	100.0%	18,636.17
North Warehouse	Fieldwood	54460		B3/B2/FLR	ROD: ALL GMV PWR PISTON		EA			2	1,821.87	100.0%	1,821.87
North Warehouse	Fieldwood	54468		B3/B2/S3	PMP: GMVA H2O W/GSKTS		EA			1	13,481.83	100.0%	13,481.83
North Warehouse	Fieldwood	54469		WH/B41/FLR	CRSSHD ASSY: GMVA/VC/VH		EA			1	13,051.81	100.0%	13,051.81
North Warehouse	Fieldwood	54480		WH/B43/FLR	PSTN/ ROD ASSY: 16-1/4", 2ND STGE,		EA			1	18,408.45	100.0%	18,408.45
North Warehouse	Fieldwood	54481		Bay3/N Wall/FLR	PSTN/ROD ASSY: GMWE PWR.FITS GMWE-12		EA			1	3,223.36	100.0%	3,223.36
North Warehouse	Fieldwood	54486		WH/B43/FLR	PSTN/ROD ASSY: GMWA		EA			1	21,945.24	100.0%	21,945.24
North Warehouse	Fieldwood	56001		WH/B41/S1	BEARING: TLA COMPRSSR RD, BEARING		EA			5	725.83	100.0%	725.83
North Warehouse	Fieldwood	56002		WH/B41/S1	BEARING: TLA MAIN		EA			7	635.76	100.0%	635.76
North Warehouse	Fieldwood	56633		B3/B5B53	KT: RPR CYL, TLA PWR		EA			5	725.10	100.0%	725.10
North Warehouse	Fieldwood	56644		B3/B4/S2	SPRCKT: TLA CRNKSHT		EA			1	6,085.04	100.0%	6,085.04
North Warehouse	Fieldwood	56645		B3/B4/S3	SPRCKT: TLA		EA			1	3,377.74	100.0%	3,377.74
North Warehouse	Fieldwood	56646		B3/B3/S2	SPRCKT: HYD PUMP & DRV		EA			1	2,135.23	100.0%	2,135.23
North Warehouse	Fieldwood	56648		WH/B41/S1	LINE: CYL, TLA 2ND STG		EA			1	7,817.91	100.0%	7,817.91
North Warehouse	Fieldwood	56653		WH/B43/S2, TOP IN BACK	PSTN: TLA 2ND STGE		EA			1	20,689.57	100.0%	20,689.57
North Warehouse	Fieldwood	56654		WH/B44/S1	PSTN: TLA 1ST STGE		EA			1	22,170.79	100.0%	22,170.79
North Warehouse	Fieldwood	56657		B3/B4/FLR	PMP: SHFT, TLA IDLER		EA			1	1,136.85	100.0%	1,136.85
North Warehouse	Fieldwood	56658		B3/B4/S3	PMP: SHFT, TLA DRIVE		EA			1	3,188.27	100.0%	3,188.27
North Warehouse	Fieldwood	56659		B3/B4/S3	PMP: SHFT, TLA WATER PUMP		EA			1	1,789.07	100.0%	1,789.07
North Warehouse	Fieldwood	56663		WH/B41/S2	SHOE: TLA TPE XHD SLIPPER		EA			1	2,514.18	100.0%	2,514.18
North Warehouse	Fieldwood	56695		B3/B4/FLR	NUT: TLA CONNECTING ROD		EA			4	397.17	100.0%	397.17
North Warehouse	Fieldwood	56744		B3/B4/FLR	GEAR: TLA BULL TIMING CNTRL		EA			1	1,898.39	100.0%	1,898.39
North Warehouse	Fieldwood	56746		B3/B4/S3	GEAR: TLA OIL PUMP		EA			2	3,800.42	100.0%	3,800.42
North Warehouse	Fieldwood	56771		B3/B4/FLR	LABYRINTH: TLA TURBINE		EA			1	1,745.35	100.0%	1,745.35
North Warehouse	Fieldwood	56772		B3/B4/FLR	LABYRINTH: TLA		EA			2	626.73	100.0%	626.73
North Warehouse	Fieldwood	56779		B3/B4/FLR	CARRIER: TLA BULL GEAR		EA			3	1,286.24	100.0%	1,286.24
North Warehouse	Fieldwood	56780		B3/B4/FLR	CARRIER: TLA IDLER GEAR		EA			3	1,187.86	100.0%	1,187.86
North Warehouse	Fieldwood	56782		B3/B4/FLR	LINKAGE: TLA LWR/CNTRL		EA			2	1,435.63	100.0%	1,435.63
North Warehouse	Fieldwood	56788		B3/B4/FLR	SHFT COMPRSSR: TLA TIMER DR		EA			2	739.68	100.0%	739.68
North Warehouse	Fieldwood	56799		B3/B4/S3	VLV: TLA FUEL		EA			6	2,288.27	100.0%	2,288.27
North Warehouse	Fieldwood	56800		B3/B5/S3	SPRCKT: TLA CRNKSHT		EA			1	6,512.01	100.0%	6,512.01
North Warehouse	Fieldwood	56802		WH/B44/S2	PSTN/ROD ASSY: TLA MATL NO DRAW TYP E		EA			1	9,300.03	100.0%	9,300.03
North Warehouse	Fieldwood	56806		B3/B6/S1	ROD: TLA W/LCKNG STDDS & PN SZ W/RD CAP		EA			1	24,799.27	100.0%	24,799.27
North Warehouse	Fieldwood	56808		B3/B3/S2	WHEEL: TLA TRBN		EA			1	23,760.81	100.0%	23,760.81
North Warehouse	Fieldwood	56809		WH/B30/S1	SCRN ASSY: TLA DWG		EA			1	3,917.02	100.0%	3,917.02
North Warehouse	Fieldwood	56810		B3/B4/S3	JT: EXPNSN, TLA		EA			2	1,435.63	100.0%	1,435.63
North Warehouse	Fieldwood	56811		B3/B1/S2	JT: EXPNSN, TLA EXHAUST		EA			1	980.17	100.0%	980.17
North Warehouse	Fieldwood	56815		B3/B10/S2	INTCLR ASSY: TLA SCAV AIR		EA			6	4,339.69	100.0%	4,339.69
North Warehouse	Fieldwood	56816		B3/B4/FLR	NUT: TLA ROD ALL STGS		EA			1	1,012.96	100.0%	1,012.96
North Warehouse	Fieldwood	56817		B3/B4/S3	RING: TLA TURB NOZZLE		EA			2	8,435.25	100.0%	8,435.25
North Warehouse	Fieldwood	58585		WH/SE Wall/FLR	CRNKSHT		EA			1	15,303.69	100.0%	15,303.69
North Warehouse	Fieldwood	59286		WH/B43/S1	PSTN/ROD ASSY: 9-3/4", GMV, W/ 3" ROD		EA			1	12,227.14	100.0%	12,227.14



Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	In Hand Qty	Total Value	W%	Net Value
North Warehouse	Fieldwood	71926		Bay3/N Wall/FLR	STDDS: STEP, CYL W/ NUTS 4 SUCT		EA		24	72.87	100.0%	72.87
North Warehouse	Fieldwood	71936		B2/B1/S2	CYL: HYD, I/BRD, UNRPRD		EA		1	1,020.25	100.0%	1,020.25
North Warehouse	Fieldwood	71937		B2/B1/S2	CYL, HYD, I/BRD, UNRPRD		EA		1	1,020.25	100.0%	1,020.25
North Warehouse	Fieldwood	71939		B2/B4/S	CYL: COMPRESSR, 8", W/ ALL HD STDDS & NTS		EA		1	6,558.73	100.0%	6,558.73
North Warehouse	Fieldwood	71948		B2/B5/S1	VLV CHR: UNRPR'D		EA		8	153.04	100.0%	153.04
North Warehouse	Fieldwood	71952		B2/B1/S2	CYL: CMPRESSR, 8", W/ 1/8 HEAD & P. GL ND		EA		1	3,497.99	100.0%	3,497.99
North Warehouse	Fieldwood	71955		B2/B4/S1	PSTN: COMP, C.I., W/2 STEEL DONUTS		EA		1	1,311.75	100.0%	1,311.75
North Warehouse	Fieldwood	71971		B2/B1/S2	PSTN/ ROD ASSY: X 2", NO RINGS, TUNGSTEN		EA		1	1,289.88	100.0%	1,289.88
North Warehouse	Fieldwood	71975		B2/B1/S2	CRSSH: GUIDE, WBF-74, BORE		EA		1	3,279.36	100.0%	3,279.36
North Warehouse	Fieldwood	71977		B2/B1/S2	DIST PC: WBF-74, NEW OEM 14" CYL		EA		1	2,040.49	100.0%	2,040.49
North Warehouse	Fieldwood	71980		WH/B29/S1	FAN ASSY: 7 BLADE 132" DIA AIR-X-CHANGER		EA		1	2,186.24	100.0%	2,186.24
North Warehouse	Fieldwood	71983		WH/B29/S1	FAN BLDES: FIBERGLASS 62" L X 11-1/1 4" W		EA		6	364.37	100.0%	364.37
North Warehouse	Fieldwood	72001		WH/B8/S2	PMP ASSY: LUBE, MVS, W/ ATMOS IND. &		EA		1	2,186.24	100.0%	2,186.24
North Warehouse	Fieldwood	72002		WH/B8/S2	PMP ASSY: LUBE, MVS, W/ ATMOS IND. &		EA		1	2,186.24	100.0%	2,186.24
North Warehouse	Fieldwood	72013		WH/B8/FLR	HD: CYL, PWR, RECOND		EA		2	1,311.75	100.0%	1,311.75
North Warehouse	Fieldwood	72025		WH/B38/S1	MANIFOLD: INTAKE		EA		2	728.75	100.0%	728.75
North Warehouse	Fieldwood	72027		WH/B36/S1	MANIFOLD: EXHST, P9390, SECTIONS		EA		3	655.87	100.0%	655.87
North Warehouse	Fieldwood	72037		WH/B6/S2	ROD: CONN, P9390, US'D		EA		16	510.12	100.0%	510.12
North Warehouse	Fieldwood	81982		B3/B2/FLR	ROD: ARTIC'LD, GMVC		EA		1	1,366.40	100.0%	1,366.40
North Warehouse	Fieldwood	81984		B3/B4/S3	SPRCKT: TLA SGL SPLIT		EA		1	6,635.24	100.0%	6,635.24
North Warehouse	Fieldwood	81985		B3/B4/FLR	SPRCKT: TLA IDLER W/PUMP		EA		1	1,923.89	100.0%	1,923.89
North Warehouse	Fieldwood	81987		WH/B41/S2	SHOE: GMVC XHD		EA		1	1,689.76	100.0%	1,689.76
North Warehouse	Fieldwood	89087		WH/B43/S1	PSTN/ROD ASSY: SZ 28" US'D C7120-3A 3172		EA		1	9,838.09	100.0%	9,838.09
North Warehouse	Fieldwood	96073		WH/B8/S2	PMP, HYD: 5.2gpm		EA		1	9,793.64	100.0%	9,793.64
North Warehouse	Fieldwood	96074		WH/B8/S2	PMP, HYD: 1.9gpm		EA		1	9,793.64	100.0%	9,793.64
North Warehouse	Fieldwood	112605		B3/B8/FLR	KT: RPR VRA		EA		3	852.63	100.0%	852.63
North Warehouse	Fieldwood	112606		B3/B10/S1	VLV		EA		3	1,093.12	100.0%	1,093.12
North Warehouse	Fieldwood	112608		B3/B10/S1	VLV		EA		6	655.87	100.0%	655.87
North Warehouse	Fieldwood	197167		WH/B25/S2	TRBCHGR: VTC254 BBC W/MINTNG GSKT		EA		1	33,066.91	100.0%	33,066.91
North Warehouse	Fieldwood	200368		WH/B30/FLR	ROTOR ASSY, DEEPWELL PUMP		EA		1	7,651.85	100.0%	7,651.85
North Warehouse	Fieldwood	200371		B2/B10/FLR	CYL: WRTHGTN SIZE 9-1/4"		EA		1	10,931.21	100.0%	10,931.21
North Warehouse	Fieldwood	200372		B2/B11/FLR	CYL: WRTHGTN, SIZE 7"		EA		1	8,744.97	100.0%	8,744.97
North Warehouse	Fieldwood	200379		B2/B11/FLR	CYL: WRTHGTN SIZE 7.007		EA		1	9,838.09	100.0%	9,838.09
North Warehouse	Fieldwood	200380		WH/B5/S2	IMPELLER: TURBINE		EA		1	16,560.78	100.0%	16,560.78
North Warehouse	Fieldwood	200381		WH/B5/S2	IMPELLER: 'C30' B STG, SOLAR		EA		1	17,289.53	100.0%	17,289.53
North Warehouse	Fieldwood	200387		WH/B11/S1	COMPR: AIR		EA		1	6,194.35	100.0%	6,194.35
North Warehouse	Fieldwood	200390		WH/B27/S2	GEAR: BX TYPE, 206HS, RAT 1.262-1		EA		1	29,149.89	100.0%	29,149.89
North Warehouse	Fieldwood	200400		WH/B5/S2	BEARING ASSY: C30 SLR GC DMPR SUCT		EA		1	21,060.80	100.0%	21,060.80
North Warehouse	Fieldwood	200401		WH/B5/S2	BEARING ASSY: C30 DIS SLR GC TILT PAD		EA		1	18,346.21	100.0%	18,346.21
North Warehouse	Fieldwood	200414		B2/B7/S1	CYL: 6, WRTHGTN COMPRESSR		EA		1	8,744.97	100.0%	8,744.97
North Warehouse	Fieldwood	200421		B2/B9/FLR	CYL: 15", COMPRESSR, NO STDDS F/ VLV CAPS		EA		1	14,574.95	100.0%	14,574.95
North Warehouse	Fieldwood	200422		B2/B5/S1	CYL: 9", COMPRESSR #10674-E I/R-RDS		EA		1	10,931.21	100.0%	10,931.21
North Warehouse	Fieldwood	200423		B2/B11/S1	CYL: 11-1/4", COMPRESSR W/ 11.287 BORE		EA		1	13,117.45	100.0%	13,117.45
North Warehouse	Fieldwood	200424		B2/B5/S2	CYL: 5", COMPRESSR I/R-RDS		EA		1	9,327.97	100.0%	9,327.97
North Warehouse	Fieldwood	200426		WH/B20/S1	TURBINE		EA		1	3,643.74	100.0%	3,643.74
North Warehouse	Fieldwood	202849		YD/R4	HEAT EXCHNGR		EA		1	22,226.79	100.0%	22,226.79
North Warehouse	Fieldwood	202850		WH/B38/FLR	PMP: CMSD 4X6X10.5		EA		1	65,000.00	100.0%	65,000.00
North Warehouse	Fieldwood	202854		Bay 6	COMPR: PKG		EA		1	22,117.48	100.0%	22,117.48
North Warehouse	Fieldwood	202876		YD/R4	ENG: NG 399		EA		1	-	100.0%	-
North Warehouse	Fieldwood	227188		B3/B6/S1	CYL: CPR GMWA-9-1A PWR CYLINDERS		EA		1	7,651.85	100.0%	7,651.85
North Warehouse	Fieldwood	228011		Bay 2	PSTN/ROD ASSY: 29-1/2", CPR F/ V250 COM		EA		1	-	100.0%	-
North Warehouse	Fieldwood	228012		B2/B2/S1	PSTN ROD: I/R RDS 2.125 IN CRBDE CTD		EA		1	2,379.02	100.0%	2,379.02
North Warehouse	Fieldwood	229324		WH/B44/S1	PSTN/ROD ASSY: TLA COMPRESSR		EA		1	4,733.25	100.0%	4,733.25
North Warehouse	Fieldwood	233282		Linear Controls	ENG: NG, 235hp, 1200rpm		EA		1	26,909.80	100.0%	26,909.80
North Warehouse	Fieldwood	233305		B1/Floor	ENG: DIESEL, 318hp, 8,2100 rpm		EA		1	13,481.83	100.0%	13,481.83
North Warehouse	Fieldwood	233453		Yard/Row 3	GEN: DIESEL, 30kW, 208/480V, AC, 1800rpm, 3ph		EA		1	9,291.53	100.0%	9,291.53
North Warehouse	Fieldwood	241167		B2/B6/FLR	CYL: 28", VRA CLRK COMPRESSR		EA		1	3,079.21	100.0%	3,079.21
North Warehouse	Fieldwood	241168		B2/B7/FLR	CYL: 17", VRA CLRK COMPRESSR		EA		1	2,309.41	100.0%	2,309.41
North Warehouse	Fieldwood	241169		B2/B2/FLR	CYL: 9, VRA CLRK COMPRESSR		EA		1	1,539.61	100.0%	1,539.61
North Warehouse	Fieldwood	241173		WH/B44/FL	PSTN/ROD ASSY: VRA CLRK COMPRESSR		EA		1	1,539.61	100.0%	1,539.61
North Warehouse	Fieldwood	241179		WH/B1/Floor	HD: VRA CLRK O/BRD UNLDR		EA		1	3,849.02	100.0%	3,849.02
North Warehouse	Fieldwood	241181		B10K/B36/S1	VLV CHR: VRA CLRK VLV CHRS F/13"		EA		12	173.21	100.0%	173.21

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	Wt%	Net Value
North Warehouse	Fieldwood	241182		B3/B10,11,12/FLR	PSTN: VRA CLRK PWR		EA		6	2,169.33	100.0%	2,169.33
North Warehouse	Fieldwood	241185		B3/B9/S1	ROD: VRA CLRK ART CONN		EA		1	11,708.19	100.0%	11,708.19
North Warehouse	Fieldwood	241189		B3/B10/S3	PIN: WRIST, VRA CLRK PWR PISTON		EA		4	1,255.26	100.0%	1,255.26
North Warehouse	Fieldwood	241191		B3/B8/S1	TENSIONER: VRA CLRK CHAIN		EA		2	1,196.78	100.0%	1,196.78
North Warehouse	Fieldwood	241202		B3/B2/S2	GVRNR: GMVC-12		EA		1	8,409.66	100.0%	8,409.66
North Warehouse	Fieldwood	241203		B3/B1/FLR	JUMPER: H2O, GMVC-12 HD TO CYL		EA		12	148.50	100.0%	148.50
North Warehouse	Fieldwood	241205		B3/B3/S2	JUMPER: H2O, GMVC-12 CYL TO RAIL		EA		6	111.47	100.0%	111.47
North Warehouse	Fieldwood	241216		B3/B3/S3	EXHST: ELBOW, GMVC-12, GMVA-34-2C		EA		4	857.27	100.0%	857.27
North Warehouse	Fieldwood	251608		B2/Yard	ENG		EA		1	-	100.0%	-
North Warehouse	Fieldwood	252667		B2/B5/S2	CYL: 6", WHT SUPR COMPRESSR CMPLT		EA		1	4,862.67	100.0%	4,862.67
North Warehouse	Fieldwood	323171		WH/B41/S1	PSTN: RING FOR 23.00" PISTON		EA		2	238.14	100.0%	238.14
North Warehouse	Fieldwood	323172		WH/B41/S1	PSTN: RING FOR 16.50" PISTON		EA		2	223.27	100.0%	223.27
North Warehouse	Fieldwood	323173		WH/B41/S1	PSTN: RING FOR 10.50" PISTON		EA		3	139.85	100.0%	139.85
North Warehouse	Fieldwood	326861		WH/B41/FLR	PSTN: 10.50", PART #579-062-001		EA		1	6,451.03	100.0%	6,451.03
North Warehouse	Fieldwood	326862		WH/B44/FLR	PSTN: ROD FOR 10.50", PISTON		EA		1	3,373.74	100.0%	3,373.74
North Warehouse	Fieldwood	326863		WH/B44/FLR	PSTN: ROD FOR 23.00", PISTON		EA		1	3,373.74	100.0%	3,373.74
North Warehouse	Fieldwood	326864		WH/B44/FLR	PSTN: ROD FOR 16.50", PISTON		EA		1	3,373.74	100.0%	3,373.74
North Warehouse	Fieldwood	328243		WH/B41/FLR	PSTN: 16.50", PART #579-082-201		EA		1	18,426.94	100.0%	18,426.94
North Warehouse	Fieldwood	329558		Linear Controls	ENG:NG,423hp,12,7in,H2 0,900rpm		EA		1	84,000.00	100.0%	84,000.00
North Warehouse	Fieldwood	333387		WH/B41/FLR	PSTN: 23.00", PART #579-303-201		EA		1	33,442.43	100.0%	33,442.43
North Warehouse	Fieldwood	348619		B1/B1/S1	MTR,ELEC:TEFC,3600rpm, 150hp,445LP		EA		1	7,220.06	100.0%	7,220.06
North Warehouse	Fieldwood	370132		Linear Controls	ENG:NG,85-220hp,1905in3,6,7IN		EA		1	60,750.95	100.0%	60,750.95
North Warehouse	Fieldwood	500133		Fluid Crane	SUMP TANK,4"WX10"LX4"H,ATM OS,EXT,16" PFLA		EA		1	26,250.00	100.0%	26,250.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 61	1-48" X 15" X 230 WP L.P. Horizontal Separator (No Skid)	?	EA		1	4,850.00	100.0%	4,850.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 64	24" X 10' Vertical H.P. Separator w/Skid	Eugene Island Block#266-B	EA		1	1,770.00	100.0%	1,770.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 65	12" X 6' Vertical LP Fuel Gas Scrubber (No Skid)	?	EA		1	1,235.00	100.0%	1,235.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 66	12" X 6' Vertical LP Fuel Gas Scrubber w/Skid	South Marsh Island 11-N	EA		1	1,235.00	100.0%	1,235.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 70	1-120 Degree Boat Landing with 48" Plate Doublers	South Marsh Island 11	EA		1	820.00	100.0%	820.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 73	24" X 10' Vertical H.P. Separator w/Skid	?	EA		1	1,625.00	100.0%	1,625.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 74	30" X 10' Vertical LP Test Separator w/Skid	?	EA		1	1,895.00	100.0%	1,895.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 77	16" X 8' Vertical LP Separator (No Skid)	South Marsh Island 10	EA		1	1,455.00	100.0%	1,455.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 90	1-48" X 10' X 275 WP L.P. Horizontal Scrubber Vessel NO SKID	South Marsh Island Block# 48 E	EA		1	4,120.00	100.0%	4,120.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 96	1-Glycol Reboiler with Stack & Stihl Column	High Island Block# 467 A	EA		1	8,145.00	100.0%	8,145.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 100	48" X 10' X 275# W.P. Horizontal Water Skimmer with Skid	N/A	EA		1	4,175.00	100.0%	4,175.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 101	42" X 15' X 1440# W.P. Horizontal 3-Phase Separator "No Skid"	N/A	EA		1	3,895.00	100.0%	3,895.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 102	42" X 12' 6" X 125# W.P. Horizontal Skimmer with Skid	N/A	EA		1	3,215.00	100.0%	3,215.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 103	20" X 7' 6" X 275 W.P. Vertical Separator with Skid	N/A	EA		1	1,210.00	100.0%	1,210.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 104	30" X 10' X 1480 W.P. Horizontal Separator with Skid	N/A	EA		1	2,150.00	100.0%	2,150.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 105	One Dual Meter Run Skid with Pig Traps	N/A	EA		1	1,385.00	100.0%	1,385.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 106	30" X 6' X 150# W.P. Vertical Scrubber Vessel with Skid	N/A	EA		1	1,665.00	100.0%	1,665.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. KK	30" X 4' X 250 WP Vertical Scrubber Vessel w/Skid	From Offshore Specialty Fabricators in Houma	EA		1	1,570.00	100.0%	1,570.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. CCC	Line Heater/Reboiler Package 8" W X 22' 6" L X 10' 1" T	Eugene Island Block# 212 "A"	EA		1	12,275.00	100.0%	12,275.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. DDD	3-Vapor Recovery Stands	Eugene Island Block# 212 "A"	EA		1	235.00	100.0%	235.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. EEE	1-Heater Stack, 1-Still Column, and Misc Pipe and Hardware for Line Heater/Reboiler	Eugene Island Block# 212 "A"	EA		1	355.00	100.0%	355.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 107	1-Pallet of Used Spool Piping	West Cameron Block# 165 "A"	EA		1	295.00	100.0%	295.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 109	1-Filter Separator with Skid (5' X 12' X 8' Tall) Est. 10,000#	High Island Block# A376 B	EA		1	1,155.00	100.0%	1,155.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 110	1-Float Cell with Skid (7' X 12' X 9' Tall) Est. 10,000#	High Island Block# A376 B	EA		1	1,490.00	100.0%	1,490.00

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	In Hand Qb	Total Value	W%	Net Value
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 111	Two (2) Plate Heat Exchanger Skids	High Island Block# A595 "CF"	EA		1	475.00	100.0%	475.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 112	1-Piggy-Back Water Skimmer & Float Cell Package (Newly Fabricated)	Main Pass Block# 140-A	EA		1	5,025.00	100.0%	5,025.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 113	1-Verticle Water Skimmer Vessel with Skid (60" X 12" X 15,000#) (MBM-1800)	Vermilion Block# 60-A	EA		1	3,375.00	100.0%	3,375.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 114	1-Verticle Flootation Unit (4M Spinsep) with Skid (ABM-1908) (10,150#) (Monosep Corporation-Serial# MCO-2076)	West Cameron Block# 68-A	EA		1	655.00	100.0%	655.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 115	1-Verticle Test Separator with Skid (MBO-4501) (36 X 10 Foot X 17,000#) (2,000 WP @ 100 deg, MFG 1982)	West Cameron Block# 68-A	EA		1	865.00	100.0%	865.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 116	1-Horizontal 3-Phase H.P. Production Separator with Skid (MBO-4502) (60" X 15") (1440 @ 100 Deg-Yr Built 1982)	West Cameron Block# 68-A	EA		1	1,435.00	100.0%	1,435.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 117	1-Vertical Vent Scrubber Package with Skid (MBF-2401) (30" X 10' X 22,000#)	West Cameron Block# 68-A	EA		1	1,775.00	100.0%	1,775.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 118	1-Horizontal 2-Phase Vent Scrubber Vessel W/Skid (48" X 10' X 150# @ 100 Deg) Built 1987	East cameron Block# 320-A	EA		1	3,545.00	100.0%	3,545.00
Viking - Henderson	Viking Fabricators, LLC				Handrails		EA		179	315.00	100.0%	315.00
Viking - Youngsville	Viking Fabricators, LLC				10 FT. LONG LADDER CAGES		EA		1	763.87	100.0%	763.87
Viking - Youngsville	Viking Fabricators, LLC				12'-6" LONG LADDER CAGES		EA		84	1,291.85	100.0%	1,291.85
Viking - Youngsville	Viking Fabricators, LLC				10 FT. LONG LADDERS		EA		81	622.75	100.0%	622.75
Viking - Youngsville	Viking Fabricators, LLC				20 FT. LONG LADDERS		EA		107	1,236.43	100.0%	1,236.43
Linear - Lafayette	Linear Controls	2124118-01	11233630-1	ATS - OUTDOOR	ASSY, TREE CAP, BP TROIKA		EA	7,155	1	5,545.13	100.0%	5,545.13
Linear - Lafayette	Linear Controls	2124617-01	2659561170	ATS - OUTDOOR	ASSY, RIG TEST SKID, SUBSEA TREE,		EA	11,000	1	8,525.00	100.0%	8,525.00
Linear - Lafayette	Linear Controls	2124117-07	400257303-01	ATS - OUTDOOR	CONV. ASSY, SUBSEA TREE, 4" X 2"-10M,		EA	80,000	1	62,000.00	100.0%	62,000.00
Linear - Lafayette	Linear Controls	2273013-01	110598733-1(RR1)	ATS - OUTDOOR	ASSEMBLY, 5" X 2"-10M SPOOLTREE.		EA	66,000	1	51,150.00	100.0%	51,150.00
Linear - Lafayette	Linear Controls	2124123-01	96101817050	ATS - OUTDOOR	ASSY, TREE CAP SHIPPING SKID		EA	1,850	1	1,433.75	100.0%	1,433.75
Linear - Lafayette	Linear Controls	2124145-01	45256012-5	ATS - OUTDOOR	ASSY, HUB, 4" WELL TERMINATION,		EA	1,400	1	1,085.00	100.0%	1,085.00
Linear - Lafayette	Linear Controls	2141833-01	11227730-01	ATS - OUTDOOR	ASSY, TREE TRANSPORTATION SKID, BP		EA	5,800	1	4,495.00	100.0%	4,495.00
Linear - Lafayette	Linear Controls	2124836-01	11171617-1	ATS - OUTDOOR	TEST STUMP BODY, TREE FAT SKID,		EA	6,200	1	4,805.00	100.0%	4,805.00
Linear - Lafayette	Linear Controls	2124641-01	11384318-1	ATS - OUTDOOR	ASSY, COMPLETION GUIDE BASE, STM-15		EA	20,500	1	15,887.50	100.0%	15,887.50
Linear - Lafayette	Linear Controls	2098861-02	11197244-1	ATS - OUTDOOR	ASSY, MCPAC CONNECTION TOOL, SHELL		EA	11,000	1	8,525.00	100.0%	8,525.00
Linear - Lafayette	Linear Controls	2098861-02	11199037-1	ATS - OUTDOOR	ASSY, MCPAC CONNECTION TOOL, SHELL		EA	11,000	1	8,525.00	100.0%	8,525.00
Linear - Lafayette	Linear Controls	2124119-01	964534560	ATS - OUTDOOR	ASSY, TREE RUNNING TOOL		EA	11,000	1	8,525.00	100.0%	8,525.00
Linear - Lafayette	Linear Controls	2124129-01	265340930	TOOLS-KID - OUTDOOR	ASSY, TUBING HANGER RUNNING TOOL		EA	1,500	1	1,162.50	100.0%	1,162.50
Linear - Lafayette	Linear Controls	2124128-01	11286013-17	TOOLS-KID - OUTDOOR	ASSY, TUBING HANGER, STM-15,		EA	1,000	1	775.00	100.0%	775.00
Linear - Lafayette	Linear Controls	2124135-01	2659561200	TOOLS-KID - OUTDOOR	ASSY, TUBING HANGER HANDLING / TEST		EA	300	1	232.50	100.0%	232.50
Linear - Lafayette	Linear Controls	2124135-01	2659561190	TOOLS-KID - OUTDOOR	ASSY, TUBING HANGER HANDLING / TEST		EA	300	1	232.50	100.0%	232.50
Linear - Lafayette	Linear Controls	2018904-01	265956120(RR2)	TOOLS-KID - OUTDOOR	ASSY, LEAD IMPRESSION TOOL		EA	900	1	697.50	100.0%	697.50
Linear - Lafayette	Linear Controls	2124129-01	266013010	TOOLS-KID - OUTDOOR	ASSY, TUBING HANGER RUNNING TOOL		EA	1,500	1	1,162.50	100.0%	1,162.50
Linear - Lafayette	Linear Controls	2124139-01	11186901-01	TOOLS-KID - OUTDOOR	ASSY, DUMMY TBG HGR, STM-15, 4.06"		EA	1,000	1	775.00	100.0%	775.00
Linear - Lafayette	Linear Controls	2055294-12	110357224-01	CPB 077 - INDOOR	ASSEMBLY, TUBING HANGER, 5 IN NOM.		EA	2,500	1	1,937.50	100.0%	1,937.50
Linear - Lafayette	Linear Controls	2748033-01	45353783-01-01	CPB 077 - INDOOR	WIRELINE PLUG, 5.25" DIA, METAL AND		EA	50	1	38.75	100.0%	38.75
Linear - Lafayette	Linear Controls	2749898-01	4500436775-2-1	CPB 077 - INDOOR	5.250" WIRELINE PLUG 'HH' TRIM WITH		EA	50	1	38.75	100.0%	38.75
Linear - Lafayette	Linear Controls	2055296-02-01	110407008-1	CPB 078 - INDOOR	ASSEMBLY, INTERNAL TREE CAP, 10K WP		EA	1,500	1	1,162.50	100.0%	1,162.50
Linear - Lafayette	Linear Controls	60007268	96953428110	SF-YARD - OUTDOOR	TROIKA TOOL SHED		EA		1	15,000.00	100.0%	15,000.00
Linear - Lafayette	Linear Controls	2124147-04	111802674	TRI 168 - INDOOR	ASSY, CLAMP, W/ SEAL PLATE, 10"		EA	2,000	1	1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	2124581-01	11170112-05	TRI 170 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	200	1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124581-01	11170112-06	TRI 170 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	200	1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124581-01	11170113-05	TRI 170 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	200	1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124581-01	11363037-01	TRI 170 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	200	1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124581-01	11170113-04	TRI 170 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	200	1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124159-01	45284821-04	TRI 171 - INDOOR	BODY, HUB, 10" FLOWLINE TEST STAND		EA	250	1	193.75	100.0%	193.75
Linear - Lafayette	Linear Controls	2124159-01	45284821-01	TRI 171 - INDOOR	BODY, HUB, 10" FLOWLINE TEST STAND		EA	250	1	193.75	100.0%	193.75

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Q'ty	Total Value	Wt%	Net Value
Linear - Lafayette	Linear Controls	041700-47	4503010723-1-1	TRI 171 - INDOOR	GASKET, AX - 18-3/4" 10/15M 316 SS		EA	110	1	85.25	100.0%	85.25
Linear - Lafayette	Linear Controls	2124147-01	96111219520	TRI 172 - INDOOR	ASSY, CLAMP, W/SEAL PLATE, 4" WELL		EA	2,000	1	1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	2124147-01	96111219570	TRI 172 - INDOOR	ASSY, CLAMP, W/SEAL PLATE, 4" WELL		EA	2,000	1	1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	2141279-01	4502534448-01-01	TRI 172 - INDOOR	CLAMP, 10" FLOWLINE/ PIGGING LOOP/		EA	1,500	1	1,162.50	100.0%	1,162.50
Linear - Lafayette	Linear Controls	2124581-06-02	4504055507-02-01	TRI 174 - INDOOR	CONVERSION BLANKING SEAL PLATE, 4" WELL		EA	180	1	139.50	100.0%	139.50
Linear - Lafayette	Linear Controls	2124581-06-02	4504055507-01-01	TRI 174 - INDOOR	CONVERSION BLANKING SEAL PLATE, 4" WELL		EA	180	1	139.50	100.0%	139.50
Linear - Lafayette	Linear Controls	2124581-06-02	4504055507-03-01	TRI 174 - INDOOR	CONVERSION BLANKING SEAL PLATE, 4" WELL		EA	180	1	139.50	100.0%	139.50
Linear - Lafayette	Linear Controls	2142930-01	4501742451-1-2	TRI 174 - INDOOR	ACCESS STAND, G2 TUBING HANGER RUNNING		EA	200	1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124581-01	11170113-01	TRI 174 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-01	11410124-01	TRI 174 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-01	11170112-02	TRI 174 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-07	4503345734-01-02	TRI 174 - INDOOR	SEAL PLATE, COATING ON OD ONLY		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-07	4503345734-01-03	TRI 174 - INDOOR	SEAL PLATE, COATING ON OD ONLY		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-07	4503345734-01-04	TRI 174 - INDOOR	SEAL PLATE, COATING ON OD ONLY		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-07	4503345734-01-01	TRI 174 - INDOOR	SEAL PLATE, COATING ON OD ONLY		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-03	4502533058-01-01	TRI 174 - INDOOR	SEAL PLATE, 10" FLOWLINE JUMPER		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-01	11251434-01	TRI 174 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124586-01	450605865-1	TRI 175 - INDOOR	END PLATE, MANDREL RETAINER,		EA	500	1	387.50	100.0%	387.50
Linear - Lafayette	Linear Controls	2124584-01	450605849-1-1	TRI 175 - INDOOR	MANDREL, RETAINER SLEEVE,		EA	400	1	310.00	100.0%	310.00
Linear - Lafayette	Linear Controls	2124535-01	NS201604020729021	TRI 175 - INDOOR	ANNULUS LOOP, 2.875 O.D. X 2.125		EA	300	4	232.50	100.0%	232.50
Linear - Lafayette	Linear Controls	2124624-01	450604006-1	TRI 175 - INDOOR	BODY, 4" PRODUCTION STAB,		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124585-01	450605858-1	TRI 175 - INDOOR	RETAINER PLATE, MASTER VALVE BLOCK		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2156742-01	11328834-01	TRI 175 - INDOOR	SUB-ASSY, BOP SPANNER JOINT, 7.625"		EA	200	1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2156773-02	11322641-01	TRI 175 - INDOOR	UPPER ADAPTER, BOP SPANNER JOINT,		EA	200	1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124147-01	400297648	TRI 176 - INDOOR	ASSY, CLAMP, W/SEAL PLATE, 4" WELL		EA	2,000	1	1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	2124147-01	11213146-1	TRI 176 - INDOOR	ASSY, CLAMP, W/SEAL PLATE, 4" WELL		EA	2,000	1	1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	041700-09-01	400133273	TRI 178 - INDOOR	AX GASKET, 11"-5M/10M#, ST/STL WITH		EA	30	1	23.25	100.0%	23.25
Linear - Lafayette	Linear Controls	041700-09-01	400133274	TRI 178 - INDOOR	AX GASKET, 11"-5M/10M#, ST/STL WITH		EA	30	1	23.25	100.0%	23.25
Linear - Lafayette	Linear Controls	2098477-01	175670-1	TRI 178 - INDOOR	AX-VX GASKET		EA	110	1	85.25	100.0%	85.25
Linear - Lafayette	Linear Controls	2098477-01	175670-2	TRI 178 - INDOOR	AX-VX GASKET		EA	110	1	85.25	100.0%	85.25
Linear - Lafayette	Linear Controls	2124579-02	45434247-8	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45434247-6	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45434247-3	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45434247-11	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45445642-3	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45445642-2	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45445642-1	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45438628-1	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45445642-4	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	501040-1	961276244180	TRI 178 - INDOOR	6" Gasket Sealing Ring		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-04	45424496-2	TRI 178 - INDOOR	GASKET W/ O-RING, 10"-15M SEAL		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45434247-01	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45424796-01	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45424796-06	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45434274-02	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45424796-04	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45424796-03	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45445642-04	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124134-01	2659561110	TRI 180 - INDOOR	ASSY, TUBING HANGER ADJUSTMENT STAN		EA	600	1	465.00	100.0%	465.00
Linear - Lafayette	Linear Controls	2099720-02	26-1567	TRI FLOOR - INDOOR	ASSY, TREE CAP RUNNING TOOL, BP		EA	5,000	1	3,875.00	100.0%	3,875.00
Linear - Lafayette	Linear Controls	60031311	9523237807360	TRI SHED - INDOOR	Troika Dummy Control Pod		EA	3,000	1	2,325.00	100.0%	2,325.00
Linear - Lafayette	Linear Controls	60031470	9523237807390	TRI SHED - INDOOR	SHELL DUMMY CONTROL POD SHIPPING SKID		EA	1,000	1	775.00	100.0%	775.00

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	W%	Net Value
Linear - Lafayette	Linear Controls	2123000-01	9624280360	TRI-SHELL - OUTDOOR	HANDLING TOOL ASSY, TREE CAP & TREE		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2123000-01	2657807220	TRI-SHELL - OUTDOOR	HANDLING TOOL ASSY, TREE CAP & TREE		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2123738-01	9624280370	TRI-SHELL - OUTDOOR	LIFT SUB, 1.50" NOM SHACKLE X		EA	50	1	38.75	100.0%	38.75
Linear - Lafayette	Linear Controls	2099099-03	11196376-1	TRI-SHELL - OUTDOOR	ASSY, TEST HUB, 10" FLOWLINE /		EA	350	1	271.25	100.0%	271.25
Linear - Lafayette	Linear Controls	2099099-03	11210778-1	TRI-SHELL - OUTDOOR	ASSY, TEST HUB, 10" FLOWLINE /		EA	350	1	271.25	100.0%	271.25
Linear - Lafayette	Linear Controls	2035504-02	961276650350	TRI-SHELL - OUTDOOR	ASSY, DEBRIS CAP, 18-3/8" OD MCPAC		EA	100	1	77.50	100.0%	77.50
Linear - Lafayette	Linear Controls	2035519-01	1276650650	TRI-SHELL - OUTDOOR	ASSY, ROV RETRIEVABLE DEBRIS/TEST		EA	50	1	38.75	100.0%	38.75
Linear - Lafayette	Linear Controls	2035519-01	1276650660	TRI-SHELL - OUTDOOR	ASSY, ROV RETRIEVABLE DEBRIS/TEST		EA	50	1	38.75	100.0%	38.75
Linear - Lafayette	Linear Controls	2156132-01	9523237807220	TRI-SHELL - OUTDOOR	ASSY, COMBINATION (TREE/TREE CAP)		EA	500	1	387.50	100.0%	387.50
Linear - Lafayette	Linear Controls	2156145-01	11324065-01	TRI-SHELL - OUTDOOR	ASSY, 3-1/16-15M MONOBORE TUBING		EA	8,500	1	6,587.50	100.0%	6,587.50
Linear - Lafayette	Linear Controls	2124137-01	9523237807330	TRI-SHELL - OUTDOOR	ASSY, TOOL STORAGE & SHIPPING SKID		EA	2,000	1	1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	2124137-01	9523237807340	TRI-SHELL - OUTDOOR	ASSY, TOOL STORAGE & SHIPPING SKID		EA	2,000	1	1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	2124118-01	11278658-1	TRI-SHELL - OUTDOOR	ASSY, TREE CAP, BP TROIKA		EA	8,000	1	6,200.00	100.0%	6,200.00
Linear - Lafayette	Linear Controls		Serial.# WPI317		Waukesha Engine L7042 GSI		EA		1	82,625.00	100.0%	82,625.00
Linear - Lafayette	Linear Controls		Serial.# 48799		Waukesha Engine L3711		EA		1	51,250.00	100.0%	51,250.00
Linear - Lafayette	Linear Controls		Serial.# 1029776		Waukesha Engine F1905		EA		1	43,765.00	100.0%	43,765.00
Linear - Lafayette	Linear Controls		Serial.# 218794		Waukesha Engine F1905		EA		1	43,765.00	100.0%	43,765.00
Linear - Lafayette	Linear Controls		Serial.#396632		Waukesha Engine F1197		EA		1	24,315.00	100.0%	24,315.00
Linear - Lafayette	Linear Controls		Serial.# 362530		Waukesha Engine F1197		EA		1	24,315.00	100.0%	24,315.00
Whitco - Broussard	Whitco Supply	357501			1" x 3' x 20' Galvanized Grating		EA		106	395.00	100.0%	395.00
Whitco - Broussard	Whitco Supply	333963			1-1/2" x 3' x 20' Galvanized Grating		EA		-	598.00	100.0%	598.00
Express - Fourchon	Express Supply & Steel				1" x 3-1/16" x 36" x 20' Serrated Galvanized Domestic Grating		EA		10	400.65	100.0%	400.65
Express - Fourchon	Express Supply & Steel				1-1/2" x 3-1/16" x 36" x 20' Serrated Galvanized Domestic Grating		EA		35	555.67	100.0%	555.67

Cash and other balances to be determined at effective date

**Surety Bonds in favor of FWE I:**

DATE	BOND NO.	Amount	Lease	PARTIES	SURETY	BENEFICIARY
3/6/19	B011964	\$300,000	OCS-G 01194	Fieldwood Energy LLC; Byron Energy Inc.	U.S. Specialty Insurance Company	Fieldwood Energy LLC
3/6/19	B011963	\$450,000	OCS-G 01194	Fieldwood Energy LLC; Byron Energy Inc.;BOEM	U.S. Specialty Insurance Company	Fieldwood Energy LLC; BOEM
11/29/18	N-7001005	\$2,366,855	OCS-0810; OCS-0812	Northstar Offshore Ventures LLC; SanareEnergy Partners, LLC; Fieldwood Energy LLC	Indemnity National Insurance Company	Fieldwood Energy LLC
3/9/18	N-7000930	\$2,640,126	OCS-G11691	Monforte Exploration L.L.C.; FieldwoodEnergy LLC	Indemnity National Insurance Company	Fieldwood Energy LLC
2/13/18	1149835	\$250,000	OCS-G03587	Northstar Offshore Ventures LLC	Lexon Insurance Company	Fieldwood Energy LLC
2/13/18	1149836	\$1,000,000	OCS-G03171	Northstar Offshore Ventures LLC	Lexon Insurance Company	Fieldwood Energy LLC
2/13/18	1149838	\$2,500,000	OCS-G01216;OCS-G01217	Northstar Offshore Ventures LLC	Lexon Insurance Company	Fieldwood Energy LLC
5/1/16	RLB0016261	\$1,514,600	2 A; ROW G12732;ROW G13	Whitney Oil & Gas, LLC; Apache Corporation; GOM Shelf LLC	RLI Insurance Company	Apache Corporation; GOM Shelf LLC



**Subsidiaries:**

GOM Shelf LLC

FW GOM Pipeline Inc.

**Equity Interests:**

Paloma Pipeline Company - 9.65%

SP 49 LLC - 33.33% (owned by FW GOM Pipeline Inc.)

Exhibit I-J

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres (Ac)	Operator	WI	Lease Status
SOUTH TIMBALIER 308 / EWING BANK 873	ST 287	G24987	Federal	RT	5/1/2003		5000	Fieldwood En	100.0%	PROD
SOUTH TIMBALIER 308 / EWING BANK 873	ST 287	G24987	Federal	OP 1	5/1/2003		5000	Fieldwood En	100.0%	PROD
SOUTH TIMBALIER 308 / EWING BANK 873	ST 287	G24987	Federal	OP 2	5/1/2003		5000	Fieldwood En	50.0%	PROD
SOUTH TIMBALIER 308 / EWING BANK 873	ST 308	G21685	Federal	RT	6/1/2000		5000	Fieldwood En	100.0%	PROD
SOUTH TIMBALIER 308 / EWING BANK 873	ST 308	G21685	Federal	OP 1	6/1/2000		5000	Fieldwood En	100.0%	PROD
SOUTH TIMBALIER 308 / EWING BANK 873	ST 308	G21685	Federal	OP 2	6/1/2000		5000	Fieldwood En	50.0%	PROD
VERMILION 362/371	VR 362	G10687	Federal	RT	6/1/1989		5,000	Fieldwood En Off	100.0%	UNIT
VERMILION 362/371	VR 362	G10687	Federal	OP	6/1/1989		5,000	Fieldwood En Off	16.7%	UNIT
VERMILION 362/371	VR 363	G09522	Federal	RT	5/1/1988		5,000	Fieldwood En	100.0%	ACTIVE
VERMILION 362/371	VR 363	G09522	Federal	OP 1	5/1/1988		5,000	Fieldwood En	100.0%	ACTIVE
VERMILION 362/371	VR 363	G09522	Federal	OP 2	5/1/1988		5,000	Fieldwood En Off	33.3%	ACTIVE
VERMILION 362/371	VR 363	G09522	Federal	OP 3	5/1/1988		5,000	Fieldwood En	50.0%	ACTIVE
VERMILION 362/371	VR 371	G09524	Federal	RT	7/1/1988		5,000	Fieldwood En Off	100.0%	ACTIVE
VERMILION 362/371	VR 371	G09524	Federal	OP	7/1/1988		5,000	Fieldwood En Off	16.7%	ACTIVE
VERMILION 78	VR 78	G04421	Federal	RT	11/1/1980		5,000	Fieldwood En	37.5%	ACTIVE
VERMILION 78	VR 78	G04421	Federal	OP	11/1/1980		5,000	Fieldwood En	18.8%	ACTIVE

Right of Way bearing Serial No. OCS-G29427 for Pipeline Segment No. 20278 pertaining to South Timbalier 308

Right of Way bearing Serial No. OCS-G15047 for Pipeline Segment No. 10675 pertaining to Vermilion 371

All other right, title and interest of FWE in any assets to the extent such assets relate to any of the foregoing leases or rights of way.

Exhibit I-K(i)

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	e Cur Acre	Operator	WI	Lease Status
EAST CAMERON 2 - (SL LA)	EC 2	SL18121	SL - LA	WI	5/12/2004	11/6/2020	220	Fieldwood	50.0%	RELINQ
CHANDELEUR 42/43	CA 43	G32268	Federal	OP 1	7/1/2008		5,000	eldwood E	7.69%	PROD
CHANDELEUR 42/43	CA 42	G32267	Federal	OP 1	7/1/2008	6/21/2019	5,000	eldwood E	7.69%	RELINQ
WEST CAMERON 295	WC 295	G24730	Federal	OP 1	5/1/2003		5,000	eldwood E	6.00%	PROD
SHIP SHOAL 246/247/248/270/271	SS 249	G01030	Federal	OP 1	6/1/1962		5,000	dwood En	0.042%	UNIT
SHIP SHOAL 246/247/248/270/271	SS 248	G01029	Federal	RT B	6/1/1962		5,000	dwood En	0.04%	UNIT
SOUTH TIMBALIER 205/206	ST 205	G05612	Federal	ORRI	7/1/1983		5,000	eldwood E	2.0%	PROD

Knight Default  
 Knight Default  
 Tammany Default  
 Hillcrest GOM Default in Unit  
 Hillcrest GOM Default in Unit

## Exhibit I-K(ii)

Asset Name	FWE Acct. Code	Lease Number	API	WI	NRI
CHANDELEUR 042 #A002	CA042A0200	G32267	177294001500	7.7%	5.4%
CHANDELEUR 043 #A001	CA043A0100	G32268	177294001400	7.7%	5.4%
CHANDELEUR 043 #A003	CA043A0300	G32268	177294001600	7.7%	5.4%
EAST CAMERON 002 #001 SL 18121	SL18121010	18121	177032013600	50.0%	37.3%
EUGENE IS 330 #B003 ST1	EI330B0301	G02115	177104008001	35.0%	29.1%
MAIN PASS 259 #A007	MP259A0700	G07827	177244071800	43.1%	29.7%
MAIN PASS 303 #B015	MP303B1500	G04253	177244024800	42.9%	35.7%
MATAGORDA IS 519 #L001	MI519L1SL0	MF-79413	427033030000	15.8%	12.2%
MATAGORDA IS 519 #L002	MI519L2SL0	MF-79413	427033034000	15.8%	12.2%
MATAGORDA IS 519 #L003	MI519L3SL0	MF-79413	427033039500	15.8%	12.2%
MATAGORDA IS 519 #L004	MI519L4SL0	MF-79413	427033039700	15.8%	12.2%
SHIP SHOAL 249 #D017	SS249D1700	G01030	177124020800	0.042%	TA
SOUTH TIMBALIER 205 #B002A ST1	ST205B02A1	G05612	177154062901	25.0%	20.8%
SOUTH TIMBALIER 205 #B004 ST1	ST205B0401	G05612	177154081601	25.0%	20.8%
SOUTH TIMBALIER 206 #A002 ST1	ST206A0201	G05613	177154060101	25.0%	TA
SOUTH TIMBALIER 206 #A003	ST206A0300	G05613	177154061000	25.0%	TA
SOUTH TIMBALIER 206 #A004A	ST206A04A0	G05613	177154074300	25.0%	TA
SOUTH TIMBALIER 206 #A006	ST206A0600	G05613	177154075100	25.0%	TA
SOUTH TIMBALIER 206 #A007	ST206A0700	G05613	177154075200	25.0%	TA
SOUTH TIMBALIER 206 #A008	ST206A0800	G05613	177154075300	25.0%	TA
SOUTH TIMBALIER 206 #A009	ST206A0900	G05613	177154075400	25.0%	TA
SOUTH TIMBALIER 206 #A010ST2BP	ST206A1002	G05613	177154075702	25.0%	TA
SOUTH TIMBALIER 206 #B003 ST1	ST206B0301	G05613	177154074001	25.0%	20.8%
SOUTH TIMBALIER 206 #B006	ST206B0600	G05613	177154103000	25.0%	20.8%
WEST CAMERON 295 #A002	WC295A0201	G24730	177014039001	6.0%	4.9%
SOUTH TIMBALIER 205 #G001 ST1	ST205G0101	G05612	177154106701	0.0%	2.0%
SOUTH TIMBALIER 205 #G003 ST1	ST205G0301	G05612	177154115301	0.0%	2.0%

Exhibit I-K(iii)

Asset Name	FWE Acct. Code	Base Number	Area/Block	WI
CHANDELEUR 043 P/F-A	CA43APLT	G32268	CA043	7.69%
HIGH ISLAND 120 P/F-A-PROCESS	HI120APROC	G01848	HI120	6.00%
WEST CAMERON 295 P/F-A	WC295ACAS	G24730	WC295	6.00%
SHIP SHOAL 248 P/F-G	SS248PFG	G01029	SS248	0.04%
SOUTH TIMBALIER 206 P/F-A	ST206APLT	G05612	ST206	25.00%
SOUTH TIMBALIER 205 P/F-B	ST205BPLT	G05612	ST205	25.00%
MATAGORDA IS 487 P/F-L(SL)	MI487LSL	MF-88562	MI487	15.80%
MATAGORDA IS 519 P/F-L - SL	MI519LSL	MF-88562	MI519	15.80%
Venice Dehydration Facility (South Pass Dehydration Station)	VENICEDHYD			64.80%
Tivoli Plant	TIVOLIPL			43.86%
MI 519 Bay City Compressor Station	MI519BAY			18.10%
Vermilion 76 Onshore Scrubber	VR76SCRUB			6.08%
Grand Chenier Separation Facility	GRCHENPF			72.08%
EAST CAMERON 002 P/F-1 SL18121	SL181211PT	18121	EC002	50.00%

Exhibit II-A

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres (Ac)	Operator	WI	Lease Status
BRETON SOUND 41	BS 41	G21142	Federal	OP 2	5/1/1999	1/26/2014	4,995	Fieldwood En Off	10.0%	TERMIN
BRETON SOUND 41	BS 41	G21142	Federal	Contractual	5/1/1999	1/26/2014	4,995	Fieldwood En Off	25.0%	TERMIN
EAST CAMERON 257	EC 257	G21580	Federal	OP 1	7/1/2000	2/2/2018	5,000	Fieldwood En Off	100.0%	TERMIN
GALVESTON 241	GA 241	G01772	Federal	OP 1	7/1/1968	8/2/2014	1,440	Fieldwood En Off	100.0%	TERMIN
GALVESTON 241	GA 241	G01773	Federal	RT	7/1/1968	8/2/2014	1,440	Fieldwood En Off	100.0%	TERMIN
GALVESTON 241	GA 255	G01777	Federal	RT	7/1/1968	4/3/1998	5,760	Fieldwood En Off	100.0%	TERMIN
GRAND ISLE 83	GI 83	G03793	Federal	RT	6/1/1978	11/26/2019	5,000	Fieldwood En Off	100.0%	TERMIN
HIGH IS. A-446	HI A-446	G02359	Federal	RT	8/1/1973	4/12/2016	5,760	Bandon O&G	100.0%	TERMIN
HIGH ISLAND A-446	HI A-447	G02360	Federal	RT	8/1/1973	9/4/2010	5,760	Bandon O&G	100.0%	TERMIN
MAIN PASS 154	MP 154	G10902	Federal	RT	7/1/1989	7/29/2000	4,995	Fieldwood En Off	100.0%	TERMIN
MAIN PASS 29/112/114/116/118/125	MP 112	G09707	Federal	RT	6/1/1988	4/19/2017	4,995	Fieldwood En Off	100.0%	RELINQ
SOUTH MARSH IS. 39	SM 39	G16320	Federal	RT	7/1/1996		5,000	Fieldwood En Off	50.0%	PROD
SOUTH TIMBALIER 242	ST 242	G23933	Federal	RT	6/1/2002	5/7/2019	5,000	Fieldwood En Off	60.0%	TERMIN
VERMILION 315/332	VR 314	G05438	Federal	OP 2	7/1/1983		5,000	Fieldwood En Off	50.0%	PROD
VERMILION 315/332	VR 315	G04215	Federal	OP 1	1/1/1980	3/7/2012	5,000	Dynamic Off Res	50.0%	TERMIN
VERMILION 315/332	VR 332	G09514	Federal	OP 1	7/1/1988		5,000	Fieldwood En	67.0%	PROD
VERMILION 315/332	VR 332	G09514	Federal	RT	7/1/1988		5,000	Fieldwood En	100.0%	PROD
VERMILION 315/332	VR 333	G14417	Federal	RT	7/1/1994	11/29/1999	4,201	Fieldwood En Off	67.0%	TERMIN
VIOSCA KNOLL 113	VK 113	G16535	Federal	RT	6/1/1996	2/23/2020	5,760	Fieldwood En Off	100.0%	TERMIN
VIOSCA KNOLL 251/340/384	VK 251	G10930	Federal	OP 1	7/1/1989		5,760	Fieldwood En Off	100.0%	UNIT
VIOSCA KNOLL 251/340/384	VK 340	G10933	Federal	OP 1	7/1/1989		5,760	Fieldwood En Off	100.0%	UNIT
WEST CAMERON 100	WC 100	G22510	Federal	RT	7/1/2001	6/13/2018	5,000	Fieldwood En Off	100.0%	RELINQ
WEST CAMERON 289/290/294	WC 290	G04818	Federal	OP 1	9/1/1981	7/21/2020	5,000	Fieldwood En Off	50.0%	TERMIN



Exhibit II-B

Asset Name	FWE Acct. Code	Lease Number	API
EAST CAMERON 257 #001	EC25701	G21580	177044102500
GALVESTON 241 #A005	GA241A05	G01772	427064001500
GALVESTON 241 #A006	GA241A06	G01773	427064001700
GALVESTON 241 #A010	GA241A10	G01773	427064001402
GALVESTON 255 #A002	GA255A02	G01777	427063002300
GALVESTON 255 #A003	GA255A03	G01777	427064000500
GRAND ISLE 083 #A002	GI083A02	G03793	177174011002
GRAND ISLE 083 #A003	GI083A03	G03793	177174030200
GRAND ISLE 083 #B001	GI083B01	G03793	177174097400
GRAND ISLE 083 #B002	GI083B02	G03793	177174098000
GRAND ISLE 083 #B003	GI083B03	G03793	177174098100
HIGH ISLAND A-446 #A001	HIA446A01	G02359	427094055400
HIGH ISLAND A-446 #A002B	HIA446A02	G02360	427094055700
HIGH ISLAND A-446 #A004	HIA446A04	G02359	427094056300
HIGH ISLAND A-446 #A005	HIA446A05	G02359	427094057700
HIGH ISLAND A-446 #A006	HIA446A06	G02359	427094056700
HIGH ISLAND A-446 #A007	HIA446A07	G02359	427094056800
HIGH ISLAND A-446 #A008	HIA446A08	G02359	427094057400
HIGH ISLAND A-446 #A009	HIA446A09	G02359	427094060200
HIGH ISLAND A-446 #A010	HIA446A10	G02359	427094058300
HIGH ISLAND A-446 #A011	HIA446A11	G02359	427094058700
HIGH ISLAND A-446 #A012	HIA446A12	G02359	427094059400
HIGH ISLAND A-446 #A014	HIA446A14	G02359	427094060900
HIGH ISLAND A-446 #A015	HIA446A15	G02359	427094061300
HIGH ISLAND A-446 #A016	HIA446A16	G02359	427094062300
MAIN PASS 154 #A001	MP154A01	G10902	177244060400
MAIN PASS 154 #A002	MP154A02	G10902	177244069000
SOUTH MARSH IS 039 #A001	SM039A01	G16320	177074077000
SOUTH MARSH IS 039 #B001	SM039B01	G16320	177074074702
SOUTH MARSH IS 039 #B002	SM039B02	G16320	177074076102
SOUTH MARSH IS 039 #C001	SM039C01	G16320	177074077900
SOUTH MARSH IS 039 #C002	SM039C02	G16320	177074078000
SOUTH MARSH IS 039 #C003	SM039C03	G16320	177074078200
SOUTH MARSH IS 039 #C004	SM039C04	G16320	177074810200
SOUTH TIMBALIER 242 #A001	ST242A01	G23933	177164032800
VERMILION 314 #A009	VR314A09	G05438	177064076900
VERMILION 332 #A001	VR332A01	G09514	177064069400
VERMILION 332 #A002	VR332A02	G09514	177064069900
VERMILION 332 #A003	VR332A03	G09514	177064072300
VERMILION 332 #A005	VR332A05	G09514	177064077802
VERMILION 332 #A006	VR332A06	G09514	177064077901
VERMILION 333 #A004	VR333A04	G14417	177064072600
VIOSCA KNOLL 113 #A001	VK113A01	G16535	608164039101
VIOSCA KNOLL 251 #A001	VK251A001	G10930	608164029800
VIOSCA KNOLL 251 #A002	VK251A002	G10930	608164034501
VIOSCA KNOLL 251 #A003	VK251A003	G10930	608164041500
VIOSCA KNOLL 251 #A004	VK251A004	G10930	608164042101
VIOSCA KNOLL 340 #A001	VK340A01	G10933	608164038800

Asset Name	FWE Acct. Code	Lease Number	API
VIOSCA KNOLL 340 #A002	VK340A02	G10933	608164044400
WEST CAMERON 100 #A001	WC100A01	G22510	177004112100
WEST CAMERON 100 #A002	WC100A02	G22510	177004112602
WEST CAMERON 100 #A003	WC100A03	G22510	177004117102
WEST CAMERON 100 #A004	WC100A04	G22510	177004118100
WEST CAMERON 290 #002	WC29002	G04818	177014018400
WEST CAMERON 290 #A001	WC290A0100	G04818	177014020700
WEST CAMERON 290 #A002	WC290A0200	G04818	177014024200
WEST CAMERON 290 #A003	WC290A0300	G04818	177014029100

## Exhibit II-C(i)

Asset Name	FWE Acct. Code	Lease Number	Area/Block	WI
EAST CAMERON 257 P/F-A	EC257PFA	G21580	EC257	100.0%
GALVESTON 255 P/F-A	GA255PFA	G01777	GA255	100.0%
GRAND ISLE 083 P/F-A	GI083PFA	G03793	GI083	100.0%
GRAND ISLE 083 P/F-B	GI083PFB	G03793	GI083	100.0%
HIGH ISLAND A-446 P/F-A	HIA446PFA	G02359	HIA446	100.0%
MAIN PASS 154 P/F-A	MP154PFA	G10902	MP154	100.0%
SOUTH MARSH IS 039 P/F-A	SM039PFA	G16320	SM039	100.0%
SOUTH MARSH IS 039 P/F-B	SM039PFB	G16320	SM039	100.0%
SOUTH MARSH IS 039 P/F-C	SM039PFC	G16320	SM039	100.0%
SOUTH TIMBALIER 242 P/F-A	ST242PFA	G23933	ST242	60.0%
VERMILION 315 P/F-A	VR315PFA	G04215	VR315	100.0%
VERMILION 315 P/F-A-AUX	VR315PFAAU	G04215	VR315	100.0%
VERMILION 332 P/F-A	VR332PFA	G09514	VR332	80.2%
VIOUCA KNOLL 113 P/F-A	VK113PFA	G16535	VK113	100.0%
VIOUCA KNOLL 251 P/F-A	VK251PFA	G10930	VK251	100.0%
VIOUCA KNOLL 251 P/F-A-AUX	VK251PFAAU	G10930	VK251	100.0%
VIOUCA KNOLL 340 P/F-A	VK340PFA	G10933	VK340	100.0%
WEST CAMERON 100 P/F-A	WC100APLT	G22510	WC100	100.0%
WEST CAMERON 289 P/F-A-PROCESS	WC289APROC	G04818	WC289	0.0%

**Exhibit II-C(ii)**

None

SEGMENTNUMBER	COMPANYNAME	ORGAREA	ORGBLOCK	ORGNAME	RECAREA	RECBLOCK	RECNAME	SIZE	PRODUCT	STATUS	ROWNUMBER	FW Lease:
15213	Fieldwood Energy, LLC	BS	41	B	BS	42	24" SSTI	10	G/C	Partial Abandon	G25383	G21142
5911	Bandon Oil and Gas, LP	GI	83	A	GI	82	16 SSTI	6	GAS	Permitted for Abandonment	G04355	G03793
9006	Fieldwood Energy, LLC	MP	112	#02	MP	117	08 SSTI	6	BLKG	Permitted for Abandonment Approved	G11738	G09707
15220	Fieldwood Energy Offshore LLC	ST	242	A	SS	283	24 SSTI	8	G/C	Permitted for Abandonment	G26891	G23933
19427	Fieldwood Energy, LLC	VK	113	A	CA	43	A	4	BLKG	Out of Service	G29321	G16535
13721	Fieldwood Energy, LLC	VK	251	A	VK	340	A	3	AIR	Active	G28704	G10930
14876	Fieldwood Energy, LLC	VK	251	A	MP	154	A	4	H2O	Active	G22465	G10930
13720	Fieldwood Energy Offshore LLC	VK	340	8-inch SSTI	VK	251	Platform A	8	BLGH	Active	G28703	G10933
7298	Dynamic Industries, Inc	VR	315	A	VR	331	06 SSTI	6	OIL	Out of Service	G07545	G04215
10736	Dynamic Industries, Inc	VR	332	A	VR	315	A	8	BLKG	Out of Service	G15672	G09514
10737	Dynamic Industries, Inc	VR	332	A	VR	315	A	6	LIFT	Out of Service	G15673	G09514
14210	Fieldwood Energy Offshore LLC	WC	100	A	WC	102	30" SSTI	8	G/C	Permitted for Abandonment Approved	G24699	G22510
13864	Fieldwood Energy, LLC	WC	100	A	WC	102	30 SSTI	8	G/C	Permitted for Abandonment Approved	G24253	G22510
8621	Bandon Oil and Gas, LP	WC	290	A	WC	289	A	6	BLKG	Out of Service	G10532	G04818

Area	Block No.	Structure	Complex ID No.	Authority No.	FW Lease	Operator	Approval Date	Associated Assets
GA	255	A	10050	G30195	G01777	Fieldwood Energy Offshore LLC	06/12/13	GA 241 A005 & B004
MP	154	A	24171	G30337	G10902	Fieldwood Energy Offshore LLC	02/03/17	MP 154 A001 & A002
VR	315	A	22981	G30213	G04215	Fieldwood Energy Offshore LLC	11/26/13	VR 332 A001, A002, A005 & A006
VR	315	A-AUX	22981	G30213	G04215	Fieldwood Energy Offshore LLC	11/26/13	Production from VR 315 A RUE
WC	289	A-PROCESS	23036	G14262	G04818	Fieldwood Energy LLC	12/03/93	ROW accessory PF WC 289 A



**Exhibit II-E**

None

Contract Type	Contract Date	Contract Title	Contract Description
Land	9/1/1981	Joint Operating Agreement	Offshore Operating Agreement 9/1/1981
Land	7/2/1986	FARMOUT AGREEMENT	Farmout Agreement 7/2/1986
Land	1/1/1987	Joint Operating Agreement	Joint Operating Agreement 1-1-87
Land	5/7/1993	Letter Agreement	Letter Agmt. dated 5-7-1993 b/b Shell Offshore Inc. and Freeport McMoran Oil and Gas Company.
Land	6/1/1993	FO	Farmout Agmt. eff. 6-1-1993 b/b Shell Offshore Inc. and Samedan Oil Coporation.
Land	6/11/1993	Joint Operating Agreement	Operating Agreement eff. 6-11-1993 b/b Samedan Oil Corporation and British Borneo Exploration Inc., et al
Land	1/21/1994	Unit Operating Agreement	Unit Operating Agreement for the Viosca Knoll .252 Unit, by and between Samedan Oil Corporation, as Operator, and Continental Land & Fur Co., Inc., dated effective January 21,1994. Preferential Right to Purchase - 15 Days. (Section 26.2)
Land	2/11/1994	Unit Agreement	Unit Agreement For Outer Continental Shelf Exploration, Development and Production Operations on theViosca Knoll 252 Unit designated Contract No. 754394013, by the Minerals Management Service, dated effective February 11, 1994, executed by Samedan Oil Corporation (as Unit Operator) and Chevron U.S.A. Inc.(as a working interest owner).
Land	6/6/1994	Letter Agreement	Letter Agreement, dated June 6, 1994, whereby Chevron U.S.A. Inc. approves, adopts and recognizes the Unit Operating Agreement, dated January 21, 1994 for the Viosca Knoll 252 Unit
Land	6/9/1994	Letter Agreement	Letter Agreement, dated June 9, 1994, by and between Chevron U.S.A. Inc., Samedan Oil Corporation and Continental Land & Fur Co., Inc.
Land	9/20/1995	OA	Operating Agreement eff. 9-20-95 b/b Samedan and Walter
Land	7/1/1996	JOA	7.1.1996 SM 39 Joint Operating Agreement, as amended
Land	7/7/1997	Letter Agreement	Letter Agreement, dated July 7, 1997, by and between Chevron U.S.A. Inc. and Samedan Oil Corporation,concerning of the OCSTG 10930 Well #1 in Viosca Knoll Block 251 to a proposed depth of 22,500' and certain earning and assignment provisions, more fully described therein.
Land	11/18/1999	Letter Agreement	Letter Agreement, dated November. 18, 1999, by and between Chevron U.S.A. tic. and Samedan Oil Corporation being a COPAS Amendment to Unit Operating Agreement for the Viosca Knoll 252 Unit concerning Subpart (i) of Section m. "Overhead", andimade effective January 1,2000.
Land	8/5/2000	Transfer Agreement	Transfer of Ownership and Title Agreement, made and entered into August 5, 2000, by and between Bonray,Inc.; Energen Resources Corporation; Forcenergy Inc; Gardner Offshore Corporation; Guifstar Energy, Inc;; Gulfstream Energy Services, Inc.; Liberty Energy Gulf Corporation; Range Energy Ventures Corporation; and V.Saia Energy Interests, Inc., as Seller, to Range Resources Corporation and Chevron U.S.A. Inc., concerning the sale of the Main Pass Block 154 Platform "A" and the wells OCS-G 10902 No. A001 and OCS-G 10902 No. A002, all as more fully described in said document.
Land	8/5/2000	ABOS	Bill of Sale, Conveyance and Quit Claim, dated effective August 5, 2000, from Energen Resources Corporation to Chevron •U.S.A. Inc., covering Energeh's right, title 'and interests in and to the.'Main Pass Block 154 Platform"A" and the wells OCS-G 10902. No. A001 and OCS-G 10902 No. A002. all as more fully described in said document.
Land	10/23/2000	Letter Agreement	Letter Agreement, dated October 23, 2000, between Range Resources Corporation and Chevron U.S.A. Inc.,entitled "Annual Reciprocity Notice Regarding Conveyance to Chevron U.S.A. Inc. of Main Pass Black 154, South and East Addition Platform "A" arid TwoWells Thereon, Federal OCS, Offshore Alabama."
Land	12/8/2000	Letter Agreement	Letter Agreement, dated December 8, 2000 (effective December 1, 2000), by and between Chevron U.S.A. Inc.and Williams Field Services - Gulf COperating Agreementst Company, L.P., whereby Chevron U.S.A. Inc. consents to an assignment by Williams Field Services - Gulf COperating Agreementst Company, L.P., to its affiliate, Williams Mobile Bay Producer Services, L.L.C.
Land	1/11/2001	LETTER AGREEMENT	Letter, dated January 11, 2001, from the United States Department of the Interior, Minerals Management Serviceto Chevron U.S.A. Inc., approving the initial participating area plat and Exhibit C for the Viosca Knoll 252 Unit,Agreement No. 754394013, effective November 8, 2000
Land	11/1/2001	Letter Agreement	Letter Agreement, dated November 1, 2001, between Range Resources Corporation and Chevron U.S.A. Inc.,entitled "Satisfaction and Accord of Seller's P&A Obligation, Release and Discharge of Surety Bond Requirement, Amwest Surety Bond No. 15005293, Main Pass Block 154, So. and East Add."
Land	11/3/2001	Letter Agreement	Letter Agreement, dated November 3, 2011, executed between Chevron U.S.A. Inc. (granting party) and Phoenix Exploration Company, LP, Apache Corporation and Castex Offshore, Inc. (grantees), being a conditional consent to assign.
Land	1/9/2002	Letter Agreement	Letter, dated January 9, 2002, from the United States Department of the Interior, Minerals Management Service to Chevron U.S.A. Inc., approving.a revision to the participating area plat and Exhibit C for the Viosca Knoll 252 Unit, Agreement No. 754394b1'3, effective December 1, 2001.
Land	3/1/2002	FO	Farmout Agmt. eff. 3-1-2002 b/b Samedan Oil Corporation (Farmor) and Pure Resources, L.P. (Farmee)
Land	6/9/2003	PA	Participation Agmt. eff. 6-9-2003 b/b Samedan Oil Corporation and CLK Company
Land	8/7/2003	PA	Exploration Participation Agreement, dated August 7, 2003, by and between Chevron U.S.A. Inc. andWestport Resources Corporation, as amended, concerning certain Offshore Continental Shelf properties, all as is more fully, provided'for and described therein.
Land	3/18/2004	PSA	PSA dated 3-18-04 but eff. 9-1-2003 b/b Noble Energy, Inc. and Northstar Gulfsands, LLC
Land	5/28/2004	Letter Agreement	Letter, dated May 28, 2004, from the United States Department of the Interior, Minerals Management Service to Chevron U.S.A. Inc., approving a revision to the participating area plat and Exhibit Cfor theViosca Knoll 252 Unit, Agreement No. 754394013, effective December 1, 2003.
Land	8/1/2004	Unit Operating Agreement	Amendment and Supplement to?Unit Operating Agreement for the Viosca Knoll 252 Unit, dated August 1,2004, by and between Chevron Uis.A. Inc. and-Noble Energy, Inc
Land	9/1/2004	JOA	Operating Agreement eff. 9-1-04

Land	10/14/2004	Letter Agreement	Letter Agreement, dated October. 14, 2004, between Ghevron U.S.A. Inc. and Noble Energy, Inc. concerning Production Handling Agreement Terin's, Viosca Knoll 251 "A" Platform/Cadillac Prospect and any Other Future Non-unit Production
Land	10/28/2004	PSA	PSA dated 10-28-2004 but eff. 7-1-2004 B/B Eni Deepwater LLC and Northstar Gulfsands, LLC
Land	11/1/2004	PA	Exploration Participation Agreement, dated November 1, 2004, by and between Chevron U.S.A. Inc. and Newfield Exploration Company, concerning certain Offshore Continental Shelf properties, all as is more fully provided for and described therein
Land	11/18/2004	Letter Agreement	Letter Agreement, dated November 18; 2004, between Chevron U.S.A. Inc. and Newfield Exploration Company, amending the terms of Letter Agreement, dated October 14, 2004, between Chevron U.S.A. Inc. and Noble Energy, Inc. concerning Production Handling Agreement Terms, Viosca Knoll 251 "A" Platform, Cadillac Prospect and any Other Future Non-unit Production:
Land	11/1/2005	Partition and Redemption Agreement	Partition and Redemption Agmt. dated 11-1-2005 b/b Northstar Gulfsands, LLC and Gulfsands Petroleum USA, Inc.
Land	11/7/2005	Unit Agreement	Amendment to Unit Agreement, Viosca Knoll Block 252 Unit, Contract No. 754394013, dated November 7, 2005 (effective November 1, 2005) as approved by the Minerals Management Service by letter dated January 10, 2007, but made effective November 8, 2006, replacing Exhibits "A", "B" and "C" and Article 13.1 in its entirety (reduction of Unit Area)
Land	12/20/2005	Letter Agreement	Letter Agreement, dated December 20, 2005, between Noble Energy, Inc. and Ghevron U.S.A. Inc., being a consent to disclose confidential data
Land	3/1/2006	ABOS	ABOS eff. 3-1-2006 b/b Noble Energy, Inc. as Assignor and Coldren Resources LP as Assignee.
Land	1/10/2007	Letter Agreement	Letter dated January 10, 2007, from the United States Department of the Interior, Minerals Management Service to Chevron U.S.A. Inc., approving a revision Exhibits "A", "B" and "C" reflecting a change in the Unit Area due to contraction provisions in the Viosca Knoll 252 Unit, Agreement No. 754394013.
Land	7/7/2008	Acquisition	Stock Purchase Agmt dated July 7, 2008 b/b Northstar E&P, LP and Dynamic Offshore Resources, LLC
Land	7/7/2008	Letter Agreement	VR 332 A5 Letter Agmt dated July 7, 2008 b/b Northstar Interests, L.C. and Dynamic Offshore Resources, LLC
Land	8/1/2011	ABOS	ABOS eff. 8-1-2011 b/b XTO Offshore Inc. ("Assingor") and Dynamic Offshore Resources, LLC ("Assignee")
Land	11/3/2011	Letter Agreement	Letter Agreement, dated November 3, 2011, executed between Chevron U.S.A. Inc. (granting party) and Phoenix Exploration Company, LP, Apache Corporation and Castex Offshore, Inc. (grantees), being a conditional consent to assign.
Land	5/2/2012	Letter Agreement	Letter, dated May 2, 2012 between Newfield Exploration Company and Chevron U.S.A. Inc., being a waiver of confidentiality provision grant by Chevron in favor of Newfield;
Land	7/1/2013	Acquisition	PURCHASE AND SALE AGREEMENT by and among APACHE CORPORATION, APACHE SHELF, INC., and APACHE DEEPWATER LLC collectively as the Sellers, and FIELDWOOD ENERGY LLC as Buyer and GOM SHELF LLC Dated as of July 18, 2013
Land	12/1/2013	Acquisition	Equity Purchase Agreement between Sandridge Energy, Inc., Sandridge Holdings, Inc. and Fieldwood Energy LLC: Fieldwood purchased all companies listed with their assets which included Offshore and SandRidge Legacy South Texas and South Louisiana assets.
Land	10/15/2014	Release and Settlement Agreement	by and between Fieldwood Energy LLC, Fieldwood Energy Offshore LLC, Prime Offshore L.L.C., Tammany Oil and Gas LLC and Castex Offshore, Inc.
Land	4/2/2015	Consent to Disclose Confidential Information	by and between Filedwood Energy LLC, Bandon Oil and Gas, LP and Chevron U.S.A. Inc.: VK 252 Unit Area
Land	8/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc.: MP 77, 78 and VK 251, 252, 340 Fields
Land	10/15/2015	Release and Settlement Agreement	by and between Fieldwood Energy LLC and Fairways Offshore Exploration, Inc.: Release and Settlement Agreement
Land	12/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC, ENI US Operating Inc., and ENI Petroleum US LLC: GA 151, SS 246, SS 247, SS 248, SS 249, SS 270, SS 271, VR 78, VR 313, WC 72, WC 100, WC 130
Land	12/1/2015	Release and Settlement Agreement	by and between Fieldwood Energy LLC, Fieldwood Energy Offshore LLC, ENI US Operating Inc. and ENI Petroleum US LLC: Release and Settlement Agreement
Land	8/1/2016	Letter Agreement	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc.: RUE No. OCS-G 22052 for MP 154 surface wells used as disposal wells for VK 252 Unit
Land	8/1/2016	Letter Agreement	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc.: RUE No. OCS-G 22052 for MP 154 surface wells used as disposal wells for VK 252 Unit
Land	8/4/2016	Letter of No Objection	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc.: submitted new RUE to replace OCS -G 22052, consent by chevron to issuance of new RUE
Land	8/4/2016	Letter of No Objection	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc.: submitted new RUE to replace OCS -G 22052, consent by chevron to issuance of new RUE
Land	10/1/2016	ABOS	by and between Fieldwood Energy Offshore LLC and GS E&R America Offshore, LLC:
Land	11/21/2016	Offer to Purchase	by and between Fieldwood Energy Offshore LLC and GS E&R America Offshore, LLC: Offer to Purchase GS E & R America Offshore, LLC's Interest in GI 94, SS 79, VR 332 and WD 34
Land	8/1/2017	ABOS	by and between Fieldwood Energy Offshore LLC and SCL Resources, LLC:
Land	9/19/2017	Offer to Purchase	by and between Fieldwood Energy Offshore LLC and SCL Resources, LLC: Offer to Purchase SCL Resources, LLC's Interest in GI 94, SS 79, VR 332 and WD 34
PHA VR 315/VR 332 A01 and VR 333	10/15/1995	PRODUCTION HANDLING AGMT	PHA VR 315/VR 332 and VR 333 by and between Fieldwood and CANNAT ENERGY INC. and CANNAT ENERGY INC.
PHA VR 315/VR 332A02 and VR 333	10/15/1995	PRODUCTION HANDLING AGMT	PHA VR 315/VR 332 and VR 333 by and between Fieldwood and CANNAT ENERGY INC. and CANNAT ENERGY INC.
PHA VR 315/VR 332A05	10/15/1995	PRODUCTION HANDLING AGMT	PHA VR 315/VR 332 and VR 333 by and between Fieldwood and ANKOR E&P HOLDINGS CORPORATION and ANKOR E&P HOLDINGS CORPORATION
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-22 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	6/14/2000	FACILITIES OPERATING AND MAINTENANCE AGMT	WILL74 OP&MN FEE-VK251A by and between Fieldwood and WILLIAMS FIELD SERVICES and WILLIAMS FIELD SERVICES
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco

Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	12/1/2013	ISCT Contract	ISCT Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Texas Eastern and Texas Eastern
Marketing Gas - Transport	10/1/2014	IT Gathering	Pelican Pipeline by and between Fieldwood Energy LLC and Targa Midstream Services and Targa Midstream Services
Marketing Gas - Transport	12/12/2013	IT Transport Contract	Searobin West Transprt, IT max rate - all receipt points by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-Retrograde Transport	Searobin Retrograde contract. IT max rate by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	8/1/2012	IT Transport & Discount Letter	Searobin West Discounted Trans =.1758 plus Discounted Gathering .0642 = total discounted rate - \$.24 - Discount only for SMI 39 & EI 337 by and between Fieldwood Energy Offshore, LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	8/1/2012	IT Retrograde & Discount Letter	Searobin West Discounted Trans =.1758 plus Discounted Gathering .0642 = total discounted rate - \$.24 - Discount only for SMI 39 & EI 337 by and between Fieldwood Energy Offshore, LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	8/1/2012	IT PTR & Discount Letter	Searobin West Discounted Trans =.1758 plus Discounted Gathering .0642 = total discounted rate - \$.24 - Discount only for SMI 39 & EI 337 by and between Fieldwood Energy Offshore, LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas-Gathering	6/14/2000	Gas Gathering Agreement	Gas Gathering Agreement by and between Fieldwood Energy LLC and Carbonate Trend and Carbonate Trend
Marketing-Gas Gathering	6/14/2000	Gas Gathering Agreement	Gas Gathering Agreement by and between Fieldwood Energy LLC and Carbonate Trend and Carbonate Trend
Operating and Management Agreement	6/1/2015	Operating and Management Agreement Panther Operating Company (Third Coast)	Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System by and between Fieldwood Energy Offshore LLC and Third Coast Midstream LLC (formerly Panther Operating Company, LLC) and Third Coast Midstream LLC (formerly Panther Operating Company, LLC)
Operating and Management Agreement	1/1/2014 (Amends and supercedes the Construction and Operations Agreement dated June 1, 1972.	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement fo the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and
Operating Agreement		Lateral Line Operating Agreement Between Apache Corporation and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned by High Island Offshore System. Theirs Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy LLC and and
Operating Agreement		Lateral Line Operating Agreement Between Dynamic Offshore Resources, LLC and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned by High Island Offshore System. Theirs Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy Offshore LLC and and
Operating Agreement		Lateral Line Operating Agreement Between Dynamic Offshore Resources, LLC and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned by High Island Offshore System. Theirs Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy Offshore LLC and and
Liquid Transportation BTU Makeup	11/1/2007	Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement-Southeast Lateral (into Bayou Black) 28 0008 000	Liquid Transportation BTU Makeup by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Corporation and Transcontinental Gas Pipe Line Corporation
Terminalling Agreement	2/1/2014	Terminalling Agreement Between WFS-Liquidsllc and Fieldwood Energy LLC - Contract BB111	Terminalling Agreement by and between Fieldwood Energy LLC and WFS-Liquid LLC and WFS-Liquid LLC
Oil Liquids Transporation Agreement	5/1/2015	Transportation Agreement for Interruptible Service Under Rate Schedule ITS Between Sea Robin Pipeline Company, LLC and Fieldwood Energy LLC	Amendment No. 2 for LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Transport	5/1/2015	Exhibit A for Transportation Agreement for Interruptible Service Under Rate Schedule ITS between Sea Robin Pipeline Company, LLC and Fieldwood Energy LLC	Amendment No. 2 for LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Retrograde Condensate Separation Agreement	9/1/2012	Amendment No. 3 to Retrograde Condensate Separation Agreement	Retrograde Condensate Separation by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Retrograde Condensate Separation Agreement	3/1/2018	Amendment No. 5 to Retrograde Condensate Separation Agreement No. 2393	Retrograde Condensate Separation by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Crude Sales	8/19/2020	STUSCO CONTRACT REF. NO. - CL69LP0065	STUSCO buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Shell Trading (US) Company and Shell Trading (US) Company
Crude Sales	8/19/2020	STUSCO CONTRACT REF. NO. - CL69LP0069	STUSCO buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Shell Trading (US) Company and Shell Trading (US) Company
Crude Sales	8/19/2020	STUSCO CONTRACT REF. NO. - CL69LP0071	STUSCO buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Shell Trading (US) Company and Shell Trading (US) Company
Crude Sales	8/19/2020	STUSCO CONTRACT REF. NO. - CL69LP0071	STUSCO buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Shell Trading (US) Company and Shell Trading (US) Company
Crude Sales	8/19/2020	STUSCO CONTRACT REF. NO. - CL69LP0071	STUSCO buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Shell Trading (US) Company and Shell Trading (US) Company
Crude Sales	8/11/2020	STUSCO CONTRACT REF. NO. - CLP0003964	STUSCO buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Shell Trading (US) Company and Shell Trading (US) Company
Crude Sales	1/31/2014	Term Evergreen Lease Purchase	Chevron buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Chevron Products Company and Chevron Products Company
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC

MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	10/1/2010	PROCESSING AGREEMENT-GREATER of Fee or POL	GPM; <1.25 = 15%, 1.25 - 2.5 = 12.5%, >2.5 = 10% by and between Fieldwood Energy LLC and Plains Gas Solutions, LLC. and Plains Gas Solutions, LLC.
MARKETING - GAS PROCESSING	11/1/2010	PROCESSING AGREEMENT- 1ST AMENDMENT-GREATER of Fee or POL	GPM; <1.25 = 15%, 1.25 - 2.5 = 12.5%, >2.5 = 10% by and between Fieldwood Energy LLC and Plains Gas Solutions, LLC. and Plains Gas Solutions, LLC.
MARKETING - GAS PROCESSING	7/24/2012	PROCESSING AGREEMENT- 2ND AMENDMENT-GREATER of Fee or POL	GPM; <1.25 = 15%, 1.25 - 2.5 = 12.5%, >2.5 = 10% by and between Fieldwood Energy LLC and Plains Gas Solutions, LLC. and Plains Gas Solutions, LLC.
MARKETING - GAS PROCESSING	10/1/1995	CONSTRUCTION/OPERATING (NI)	CONSTRUCTION/OPERATING (NI) by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	9/1/2010	EXHIBIT B-1 COMMITMENT FORM TO C&O AGREEMENT	EXHIBIT B-1 COMMITMENT FORM TO C&O AGREEMENT by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	10/18/2010	BALLOT TO EXTEND MCMORAN GPA THOROUGH 12/31/2011	BALLOT TO EXTEND MCMORAN GPA THOROUGH 12/31/2011 by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	12/1/2010	BALLOT TO AMEND EXHIBIT E TO C&O AGREEMENT	BALLOT TO AMEND EXHIBIT E TO C&O AGREEMENT by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	6/1/2012	EXHIBIT B-1 COMMITMENT FORM TO C&O AGREEMENT	EXHIBIT B-1 COMMITMENT FORM TO C&O AGREEMENT by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	7/1/2012	BALLOT TO APPROVE ENTERPRISE AS PLANT OPERATOR TO C&O AGREEMENT	BALLOT TO APPROVE ENTERPRISE AS PLANT OPERATOR TO C&O AGREEMENT by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	7/1/2012	APPROVAL OF AFES TO C&O AGREEMENT	APPROVAL OF AFES TO C&O AGREEMENT by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	9/25/2013	BALLOT TO C&O AGREEMENT	BALLOT TO C&O AGREEMENT by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	10/6/2013	REVISED EXHIBIT C TO C&O AGREEMENT	REVISED EXHIBIT C TO C&O AGREEMENT by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	12/1/2000	SERVICE-DEHYDRATION (NI)	SERVICE-DEHYDRATION (NI) by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	2/1/2000	SERVICE-FRACTIONATION (NI)	SERVICE-FRACTIONATION (NI) by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/1/1992	BASE	BASE by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	10/1/1995	CONSTRUCTION/OPERATING (NI)	CONSTRUCTION/OPERATING (NI) by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	10/13/1998	RAW MAKE	RAW MAKE by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	11/13/1998	AMENDMENT	AMENDMENT by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/31/2001	LIQ EXCHANGE	LIQ EXCHANGE by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	2/1/2005	GAS PROCESSING AGREEMENT	88/12% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	2/20/2008	FIRST AMENDMENT TO GAS PROCESSING AGREEMENT	88/12% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
Environmental/Govt	6/24/2019	Master Services Contract	– IT and Consulting Support for the HWCG - Fieldwood Portal for Various Exercises
Environmental/Govt	10/2/2019	Software License Agreement	IT and Consulting Support for the HWCG - Fieldwood Portal for Various Exercises
Environmental/Govt	11/19/2018	Master Service Contract	Regulatory
Environmental/Govt	11/1/2013	Master Services Contract	Platform Audits / BSEE Drawings
Environmental/Govt	10/30/2019	Master Client Agreement	Industry Standards, Analytics, and Research / Subscription Service
Environmental/Govt	11/15/2019	Order Form	Industry Standards, Analytics, and Research / Subscription Service
Land	10/1/2003	PSA	By and Between UNOCAL, Pure Resources, L.P., Pure Partners, L.P. and SPN Resources, LLC (Fieldwood SP)
Land	5/16/2001	JOA	Unocal and Callon dated 5/16/2001 but effective 2/14/2001
Land	8/1/2010	JOA	Amdt to JOA dated 5/16/2001 by and between Unocal and Callon
Land	11/28/1979	OA	McMoran et al
Land	2/18/2000	OA	b/b Chevron and Samedan

**Exhibit II-G**

None



Exhibit III-A

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres (Ac)	Operator	WI	Lease Status
MYETTE POINT - ONSHORE	-	14519	SL - TX	WI	-	-	-	-	50.0%	UNIT
MYETTE POINT - ONSHORE	-	14520	SL - TX	WI	-	-	-	-	50.0%	UNIT
MYETTE POINT - ONSHORE	-	14914	SL - TX	WI	-	-	-	-	65.6%	UNIT
SOUTH PASS 42/43 FED / SL LA	-	16869	SL - LA	WI	-	-	-	-	100.0%	PROD
EUGENE ISLAND 010 (SL 19269) - (SL LA)	-	19266	SL - LA	WI	-	-	-	-	17.3%	ACTIVE
FRANKLIN GAP	-	JMB Partnership	Onshore		2/6/2019				100.0%	-
FRANKLIN GAP	-	JMB Partnership	Onshore		2/25/2018				100.0%	-
FRANKLIN GAP	-	Richardson A Caffery et al	Onshore		2/1/2016				100.0%	-
FRANKLIN GAP	-	Caroline Baker Trust No 1	Onshore		1/22/2016				100.0%	-
ONSHORE/ STATE LEASE	-	19051	SL - LA	ORRI	8/9/2006			Southern Oil of Louisiana	0.2%	UNIT
WEST CAMERON 009 (SL LA)	-	18287	SL - LA	WI	-	-	-	-	44.2%	-
	-	17072	SL - LA	WI	-	-	-	-	37.8%	ACTIVE
	-	42450	SL - LA	WI	-	-	-	Fieldwood Onshore	62.5%	TERMINATED
	-	490100	SL - LA	WI	-	-	-	Ridge Exploration & Produ	100.0%	SCOPING
STATE TRACT 773	-	111650	SL - TX					TR Offshore, LLC	7.2%	ACTIVE
STATE TRACT 773	-	115727	SL - TX					TR Offshore, LLC	7.0%	ACTIVE
STATE TRACT 773	-	114988	SL - TX					TR Offshore, LLC	7.0%	ACTIVE
	-	19334	SL - TX	WI	-	-	-	Elliott Oil & Gas Operating	75.0%	INJECTION
	-	136449	SL - TX	WI	-	-	-	TR Offshore, LLC	7.0%	ACTIVE
	-	09061	SL - TX	WI	-	-	-	Landon Browning	33.3%	TERMIN
	-	168986	SL - TX	WI	-	-	-	Fieldwood Onshore	100.0%	TERMIN
	-	189098	SL - TX	WI	-	-	-	Fieldwood Onshore	100.0%	TERMIN
	-	206882	SL - TX	WI	-	-	-	Fieldwood Onshore	100.0%	TERMIN
	-	03770	SL - LA	WI	-	-	-	-	50.0%	UNIT
BRETON SOUND 52/53 FED / SL LA										
BRAZOS A-102/A-105	BA A-102	G01754	Federal	RT	6/1/1968	6/14/2020	5,760	Fieldwood En	100.0%	TERMIN
BRAZOS A-102/A-105	BA A-105	G01757	Federal	RT A	7/1/1968		5,760	Fieldwood En	87.5%	PROD
BRAZOS A-102/A-105	BA A-105	G01757	Federal	RT B	7/1/1968		5,760	Fieldwood En	100.0%	PROD
BRAZOS A-133	BA A-133	G02665	Federal	RT	7/1/1974		5,760	GOM Shelf	25.0%	PROD
EAST BREAKS 158/159/160/161	EB 158	G02645	Federal	RT	7/1/1974		5,760	Fieldwood SD Off	66.0%	PROD
EAST BREAKS 158/159/160/161	EB 159	G02646	Federal	RT	7/1/1974		5,760	Fieldwood SD Off	66.0%	PROD
EAST BREAKS 158/159/160/161	EB 160	G02647	Federal	RT	7/1/1974		5,760	Fieldwood SD Off	100.0%	PROD
EAST BREAKS 158/159/160/161	EB 161	G02648	Federal	RT	7/1/1974		5,760	Fieldwood SD Off	100.0%	PROD
EAST BREAKS 165	EB 165	G02680	Federal	RT	10/1/1983		5,760	Fieldwood SD Off	100.0%	UNIT
EAST BREAKS 165	EB 209	G07397	Federal	RT	9/1/1984		5,760	Fieldwood SD Off	100.0%	UNIT
EAST CAMERON 330	EC 330	G03540	Federal	OP 1	8/1/1977	2/8/2017	5,000	Fieldwood En Off	50.0%	TERMIN
EAST CAMERON 331/332	EC 331	G08658	Federal	OP 1	8/1/1987		5,000	Fieldwood En Off	92.8%	TERMIN
EAST CAMERON 331/332	EC 331	G08658	Federal	OP 2	8/1/1987		5,000	Fieldwood En Off	92.8%	TERMIN
EAST CAMERON 331/332	EC 332	G09478	Federal	RT	5/1/1988		5,000	Fieldwood En Off	88.0%	TERMIN
EAST CAMERON 331/332	EC 332	G09478	Federal	OP 1	5/1/1988		5,000	Fieldwood En Off	88.0%	TERMIN
EAST CAMERON 349	EC 349	G14385	Federal	OP 1	5/1/1994		5,000	W & T Off	25.0%	PROD
EAST CAMERON 349	EC 350	G15157	Federal	OP 1	9/1/1995	12/27/2001	5,000	W & T Off	25.0%	TERMIN
EAST CAMERON 349	EC 356	G13592	Federal	RT	9/1/1992	12/29/1999	5,000	W & T Off	25.0%	RELINQ
EAST CAMERON 371	EC 371	G02267	Federal	CONT	2/1/1973	3/31/2010	5,000	Talos ERT	25%	TERMIN
EUGENE IS. 100	EI 100	00796	Federal	Contractual	5/1/1960	-	5,000	Fieldwood En	100.0%	PROD
EUGENE IS. 173/174/175	EI 175	00438	Federal	OP 1	12/1/1954	-	5,000	Fieldwood En	25.0%	PROD
EUGENE IS. 307	EI 307	G02110	Federal	RT	2/1/1971	11/4/2019	2,500	Fieldwood En Off	25.0%	TERMIN
SOUTH MARSH IS. 142 / EUGENE IS. 312	EI 311	G27918	Federal	RT	7/1/2006	9/27/2012	5,000	Dynamic Off Res	60.0%	TERMIN
SOUTH MARSH IS. 142 / EUGENE IS. 312	EI 312	G22679	Federal	OP 1	6/1/2001	8/7/2020	5,000	Fieldwood En	60.0%	TERMIN
EUGENE IS. 32	EI 32	00196	Federal	OP 1	11/26/1946		5,000	Cox Op	23.7%	PROD
EUGENE IS. 330	EI 330	G02115	Federal	Contractual	1/1/1971		5,000	Fieldwood En	17.0%	UNIT
EUGENE IS. 342/343	EI 342	G02319	Federal	RT A	2/1/1973		5,000	Fieldwood En	50.0%	TERMIN
EUGENE IS. 53	EI 53	00479	Federal	OP 1	12/1/1954		5,000	Fieldwood En	11.1%	PROD
EUGENE IS. 62/63/77	EI 63	00425	Federal	RT	12/1/1954	10/20/2003	5,000	Fieldwood En Off	100.0%	TERMIN
EWING BANK 782/826 / ST 291	EW 782	G05793	Federal	CONT	7/1/1983	3/25/1994	1093	Fieldwood En	100.0%	TERMIN
GALVESTON 151	GA 151	G15740	Federal	RT	11/1/1995	4/12/2016	4,804	Fieldwood En	33.0%	TERMIN
GALVESTON 210	GA 210	G25524	Federal	OP 1	12/1/2003		5,760	Fieldwood En	16.7%	PROD
GALVESTON 210	GA 210	G25524	Federal	OP 3	12/1/2003		5,760	Fieldwood En	33.0%	PROD
GALVESTON A-155	GA A-155	G30654	Federal	RT	10/1/2006	5/14/2018	5,760	Peregrine O&G	10.8%	TERMIN
GREEN CANYON 157	GC 157	G24154	Federal	RT	6/1/2002	8/15/2020	5,760	LLOG Exp Off	15.0%	TERMIN
GREEN CANYON 157	GC 201	G12210	Federal	OP	5/1/1990		5,760	Fieldwood En Off	15.0%	UNIT
GREEN CANYON 200 (Troika)	GC 245	G05916	Federal	CONT	7/1/1983		5,760	Fieldwood En Off	100.00%	TERMIN
GREEN CANYON 64/65/108/109/243	GC 64	G07005	Federal	CONT	6/1/1984	5/29/1998	5,760	Fieldwood En Off	49.0%	RELINQ
HIGH IS. A-341	HI A-341	G25605	Federal	RT	12/1/2003		5,760	Fieldwood En	40.0%	PROD
HIGH IS. A-365/A-376	HI A-365	G02750	Federal	RT	7/1/1974		5,760	Fieldwood En	49.6%	PROD
HIGH IS. A-365/A-376	HI A-376	G02754	Federal	RT	7/1/1974		5,760	Fieldwood En	55.4%	PROD
HIGH IS. A-573 (382/572/573/595/596)	HI A-382	G02757	Federal	RT	7/1/1974		5,760	Fieldwood En	27.6%	PROD
HIGH IS. A-474	HI A-474	G02366	Federal	RT	8/1/1973	2/28/2017	5,760	McMoRan O&G	12.0%	TERMIN
HIGH ISLAND A-474/489	HI A-475	G02367	Federal	CONT	8/1/1973	12/25/1999	5,760	McMoRan O&G	12.0%	TERMIN
HIGH IS. A-474	HI A-489	G02372	Federal	RT	8/1/1973	2/28/2017	5,760	McMoRan O&G	12.0%	TERMIN
HIGH ISLAND A-510	HI A-531	G02696	Federal	OP 1	7/1/1974	11/6/2016	5,760	Fieldwood En Off	75.0%	TERMIN
HIGH IS. A-550	HI A-550	G04081	Federal	RT	10/1/1979		5,760	Fieldwood En Off	100.0%	PROD
HIGH IS. A-550	HI A-550	G04081	Federal	OP 1	10/1/1979		5,760	Fieldwood En Off	100.0%	PROD
HIGH IS. A-550	HI A-550	G04081	Federal	OP 2	10/1/1979		5,760	Fieldwood En Off	100.0%	PROD
HIGH IS. A-563 (563/564/581/582)	HI A-563	G02388	Federal	OP 1	8/1/1973		5,760	Cox Op	2.0%	PROD
HIGH IS. A-563 (563/564/581/582)	HI A-564	G02389	Federal	OP 1	8/1/1973	4/18/1998	5,760	Cox Op	2.0%	TERMIN
HIGH IS. A-573 (382/572/573/595/596)	HI A-572	G02392	Federal	RT	8/1/1973	5/18/2006	5,760	Fieldwood En	24.1%	TERMIN
HIGH IS. A-573 (382/572/573/595/596)	HI A-573	G02393	Federal	RT	8/1/1973		5,760	Fieldwood En	27.6%	PROD
HIGH IS. A-563 (563/564/581/582)	HI A-581	G18959	Federal	RT	12/1/1997	7/1/2005	5,760	Cox Op	2.0%	TERMIN
HIGH IS. A-563 (563/564/581/582)	HI A-582	G02719	Federal	OP 1	7/1/1974		5,760	Cox Op	2.3%	PROD
HIGH IS. A-573 (382/572/573/595/596)	HI A-595	G02721	Federal	RT	7/1/1974		5,760	Fieldwood En	27.6%	PROD
HIGH IS. A-573 (382/572/573/595/596)	HI A-596	G02722	Federal	RT	7/1/1974		5,760	Fieldwood En	27.6%	PROD
MOBILE BAY 861	MO 861	G05062	Federal	RT	4/1/1982	10/13/2009	5,198	Providence Res GOM 2	100.0%	TERMIN
MOBILE BAY 861	MO 861	G05062	Federal	OP 1	4/1/1982	10/13/2009	5,198	Providence Res GOM 2	50.0%	TERMIN
MAIN PASS 101	MP 101	G22792	Federal	RT	7/1/2001	9/5/2014	4,995	Fieldwood En Off	77.5%	TERMIN
MAIN PASS 109	MP 109	G22794	Federal	OP 1	5/1/2001	4/1/2016	4,995	W & T Off	33.3%	TERMIN
MAIN PASS 109	MP 109	G22794	Federal	OP 2	5/1/2001	4/1/2016	4,995	W & T Off	33.3%	TERMIN
MAIN PASS 77	MP 77	G04481	Federal	RT	11/1/1980		4,655	Fieldwood En Off	73.8%	RELINQ
SOUTH PELTO 13	PL 13	G03171	Federal	OP 3	7/1/1975	5/23/2018	5,000	ANKOR En	2.0%	TERMIN
VERMILION 272 / SOUTH MARSH 102	SM 102	G24872	Federal	RT	5/1/2003		3,113	Fieldwood En Off	100.0%	PROD
SOUTH MARSH IS. 132	SM 132	G02282	Federal	RT	2/1/1973	4/1/2016	5,000	Fieldwood En	50.0%	TERMIN
SOUTH MARSH IS. 136/137/149/150	SM 135	G19776	Federal	RT	5/1/1998	2/18/2012	3,293	Fieldwood En	50.0%	TERMIN
SOUTH MARSH IS. 136/137/149/150	SM 136	G02588	Federal	RT	5/1/1974	8/4/2019	2,500	Fieldwood En	50.0%	TERMIN
SOUTH MARSH IS. 136/137/149/150	SM 137	G02589	Federal	RT	5/1/1974	6/30/2015	5,000	Fieldwood En	50.0%	TERMIN
SOUTH MARSH IS. 147	SM 139	G21106	Federal	OP 1	7/1/1999	8/22/2020	5,000	Fieldwood En Off	100.0%	TERMIN
SOUTH MARSH IS. 142 / EUGENE IS. 312	SM 142	G01216	Federal	RT	6/1/1962	8/7/2020	2,761	Fieldwood En Off	86.1%	TERMIN
SOUTH MARSH IS. 142 / EUGENE IS. 312	SM 142	G01216	Federal	OP 1	6/1/1962	8/7/2020	2,761	Fieldwood En Off	86.1%	TERMIN
SOUTH MARSH IS. 142 / EUGENE IS. 312	SM 143	G01217	Federal	CONT	5/1/1962	7/17/1997	2,738	Fieldwood En Off	16.0%	TERMIN
SOUTH MARSH IS. 147	SM 146	G09546	Federal	RT	7/1/1988	6/1/2012	5,000	Dynamic Off Res	100.0%	TERMIN
SOUTH MARSH IS. 147	SM 147	G06693	Federal	RT	7/1/1984	1/14/2011	5,000	Fieldwood En Off	100.0%	TERMIN
SOUTH MARSH IS. 136/137/149/150	SM 150	G16325	Federal	RT	6/1/1996	5/22/2018	3,329	Fieldwood En	50.0%	RELINQ
SOUTH MARSH IS. 268/269/280/281	SM 268	G02310	Federal	RT	1/1/1973	9/7/2009	3,237	Fieldwood En	30.1%	PROD
SOUTH MARSH IS. 268/269/280/281	SM 269	G02311	Federal	RT	1/1/1973		5,000	Fieldwood En	17.7%	PROD
SOUTH MARSH IS. 268/269/280/281	SM 269	G02311	Federal	RT	1/1/1973		5,000	Fieldwood En	9.1%	PROD
SOUTH MARSH IS. 268/269/280/281	SM 269	G02311	Federal	RT	1/1/1973		5,000	Fieldwood En	0.4%	PROD
SOUTH MARSH IS. 268/269/280/281	SM 280	G14456	Federal	OP 1	6/1/1994		5,000	Fieldwood En	50.0%	PROD
SOUTH MARSH IS. 268/269/280/281	SM 280	G14456	Federal	OP 3	6/1/1994		5,000	Fieldwood En	50.0%	PROD
SOUTH MARSH IS. 268/269/280/281	SM 281	G02600	Federal	RT	4/1/1974		3,214	Fieldwood En	31.9%	PROD

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres (Ac)	Operator	WI	Lease Status
SOUTH MARSH IS. 66	SM 66	G01198	Federal	RT	6/1/1962	9/25/2019	5,000	Fieldwood En	50.0%	TERMIN
VERMILION 272 / SOUTH MARSH 102	SM 87	G24870	Federal	RT	5/1/2003		3,077	Castex Off	100.0%	PROD
SOUTH PASS 60	SP 17	G02938	Federal	RT	11/1/1974		962	Fieldwood En Off	100.0%	UNIT
SOUTH PASS 37	SP 37	G0697	Federal	OP 1	10/1/1959	-	2,500	Whitney O&G	44.0%	PROD
SOUTH PASS 42/43 FED / SL LA	SP 42	G0311	SL- LA	WI	-	-	-	-	100.0%	SOP
SOUTH PASS 60	SP 59	G02942	Federal	RT	11/1/1974		1,657	Fieldwood En Off	100.0%	UNIT
SOUTH PASS 60	SP 59	G02943	Federal	RT	11/1/1974		907	Fieldwood En Off	100.0%	UNIT
SOUTH PASS 60	SP 59, SP 60	G01608	Federal	RT	7/1/1967		3,510	Fieldwood En Off	100.0%	UNIT
SOUTH PASS 60	SP 6	G03337	Federal	RT	4/1/1976		318	Fieldwood En Off	100.0%	UNIT
SOUTH PASS 60	SP 6	G03337	Federal	OP	4/1/1976		318	Fieldwood En Off	100.0%	UNIT
SOUTH PASS 60	SP 60	G02137	Federal	RT	11/1/1971		1,762	Fieldwood En Off	100.0%	UNIT
SOUTH PASS 60	SP 61	G01609	Federal	RT	7/1/1967		5,000	Fieldwood En	100.0%	UNIT
SOUTH PASS 60	SP 61	G01609	Federal	OP 1	7/1/1967		5,000	Fieldwood En	100.0%	UNIT
SOUTH PASS 60	SP 66	G01611	Federal	RT	6/1/1967		4,310	Fieldwood En Off	100.0%	UNIT
SOUTH PASS 60	SP 67	G01612	Federal	RT	7/1/1967		5,000	Fieldwood En Off	100.0%	UNIT
SHIP SHOAL 149	SS 149	G0434	Federal	OP 1	1/1/1955	2/25/2020	5,000	W & T Off	3.0%	TERMIN
SHIP SHOAL 149	SS 149	G0434	Federal	OP 2	1/1/1955	2/25/2020	5,000	W & T Off	3.0%	TERMIN
SHIP SHOAL 149	SS 149	G0434	Federal	OP 1	1/1/1955	2/25/2020	5,000	W&T Off	3.0%	TERMIN
SHIP SHOAL 149	SS 149	G0434	Federal	OP 2	1/1/1955	2/25/2020	5,000	W&T Off	3.0%	TERMIN
SHIP SHOAL 169/182/193/194	SS 169	G0820	Federal	RT	4/1/1960		5,000	Fieldwood En	33.3%	PROD
SHIP SHOAL 177	SS 177	G0590	Federal	RT	9/1/1955		5,000	W & T Off	25.0%	PROD
SHIP SHOAL 189	SS 189	G04232	Federal	OP 5	12/1/1979		5,000	Fieldwood En	1.0%	PROD
SHIP SHOAL 204	SS 204	G01520	Federal	RT	7/1/1967		5,000	Fieldwood En	20.9%	PROD
SHIP SHOAL 204	SS 204	G01520	Federal	RT	7/1/1967		5,000	Fieldwood En	0.2%	PROD
SHIP SHOAL 190/206/216	SS 206	G01522	Federal	RT	7/1/1967		5,000	Fieldwood En	40.0%	UNIT
SHIP SHOAL 190/206/216	SS 207	G01523	Federal	RT	7/1/1967		5,000	Fieldwood En	27.5%	UNIT
SHIP SHOAL 190/206/216	SS 207	G01523	Federal	RT	7/1/1967		5,000	Fieldwood En	0.3%	UNIT
SHIP SHOAL 190/206/216	SS 207	G01523	Federal	OP	7/1/1967		5,000	Fieldwood En	0.3%	UNIT
SHIP SHOAL 214	SS 214	G0828	Federal	RT	5/1/1960		5,000	W & T Off	35.5%	PROD
SHIP SHOAL 214	SS 214	G0828	Federal	OP 1	5/1/1960		5,000	W & T Off	13.5%	PROD
SHIP SHOAL 190/206/216	SS 216	G01524	Federal	RT	7/1/1967		5,000	Fieldwood En	19.7%	PROD
SHIP SHOAL 190/206/216	SS 216	G01524	Federal	RT	7/1/1967		5,000	Fieldwood En	0.3%	PROD
SHIP SHOAL 233/238	SS 232	G15293	Federal	RT	9/1/1995	2/10/2012	5,000	W & T Off	33.8%	TERMIN
SHIP SHOAL 214	SS 233	G01528	Federal	RT	7/1/1967		5,000	W & T Off	33.8%	PROD
SHIP SHOAL 233/238	SS 238	G03169	Federal	RT	7/1/1975		5,000	W & T Off	34.5%	PROD
SHIP SHOAL 233/238	SS 238	G03169	Federal	OP 2	7/1/1975		5,000	Peregrine O&G II	34.5%	PROD
SHIP SHOAL 246/247/248/270/271	SS 246	G01027	Federal	OP 11	6/1/1962		5,000	Fieldwood En Off	80.7%	TERMIN
SHIP SHOAL 246/247/248/270/271	SS 246	G01027	Federal	OP 13	6/1/1962		5,000	Fieldwood En Off	76.8%	TERMIN
SHIP SHOAL 246/247/248/270/271	SS 247	G01028	Federal	RT B	6/1/1962		5,000	Fieldwood En Off	89.2%	UNIT
SHIP SHOAL 246/247/248/270/271	SS 247	G01028	Federal	RT C	6/1/1962		5,000	Fieldwood En Off	77.3%	UNIT
SHIP SHOAL 246/247/248/270/271	SS 248	G01029	Federal	RT B	6/1/1962		5,000	Fieldwood En Off	77.3%	UNIT
SHIP SHOAL 246/247/248/270/271	SS 249	G01030	Federal	OP 1	6/1/1962		5,000	Fieldwood En Off	79.7%	UNIT
SHIP SHOAL 246/247/248/270/271	SS 249	G01030	Federal	OP 2	6/1/1962		5,000	Fieldwood En Off	68.8%	UNIT
SHIP SHOAL 252/253	SS 252	G01529	Federal	RT	7/1/1967		5,000	Fieldwood En Off	100.0%	PROD
SHIP SHOAL 252/253	SS 252	G01529	Federal	OP 1	7/1/1967		5,000	Fieldwood En Off	100.0%	PROD
SHIP SHOAL 252/253	SS 252	G01529	Federal	OP 2	7/1/1967		5,000	Fieldwood En Off	31.9%	PROD
SHIP SHOAL 252/253	SS 253	G01031	Federal	RT	6/1/1962		5,000	Fieldwood En Off	100.0%	PROD
SHIP SHOAL 252/253	SS 253	G01031	Federal	OP 1	6/1/1962		5,000	Fieldwood En Off	100.0%	PROD
SHIP SHOAL 252/253	SS 253	G01031	Federal	OP 2	6/1/1962		5,000	Fieldwood En Off	100.0%	PROD
SHIP SHOAL 252/253	SS 253	G01031	Federal	OP 4	6/1/1962		5,000	Fieldwood En Off	100.0%	PROD
SHIP SHOAL 252/253	SS 253	G01031	Federal	OP 5	6/1/1962		5,000	Fieldwood En Off	100.0%	PROD
SHIP SHOAL 246/247/248/270/271	SS 270	G01037	Federal	RT	3/13/1962		5,000	Fieldwood En Off	89.2%	UNIT
SHIP SHOAL 246/247/248/270/271	SS 271	G01038	Federal	RT	3/13/1962		5,000	Fieldwood En Off	72.3%	UNIT
SHIP SHOAL 246/247/248/270/271	SS 271	G01038	Federal	OP	3/13/1962		5,000	Fieldwood En Off	72.3%	UNIT
SHIP SHOAL 300/314/315	SS 291	G02923	Federal	RT B	12/1/1974		3,750	Fieldwood En	15.4%	OPERN
SHIP SHOAL 300/314/315	SS 300	G07760	Federal	RT	8/1/1985		5,000	W & T Off	24.3%	PROD
SHIP SHOAL 300/314/315	SS 315	G09631	Federal	RT	6/1/1988		5,000	W & T Off	25.0%	PROD
SHIP SHOAL 300/314/315	ST 169	G01253	Federal	RT	6/1/1962	1/8/2010	4,708	Beryl O&G	100.0%	TERMIN
SOUTH TIMBALIER 195	ST 195	G03593	Federal	RT	8/1/1977	2/5/2019	5,000	Fieldwood En Off	100.0%	TERMIN
SOUTH TIMBALIER 316	ST 315	G23946	Federal	RT	7/1/2002		4,458	W & T Off	50.0%	PROD
SOUTH TIMBALIER 316	ST 316	G22762	Federal	RT	6/1/2001		4,435	W & T Off	40.0%	PROD
VIOSCA KNOLL 780	VK 824	G15436	Federal	CONT	9/1/1995	8/20/2013	5,760	Fieldwood En	6.1%	RELINQ
VIOSCA KNOLL 826 (NEPTUNE)	VK 826	G06888	Federal	RT	6/1/1984	5/16/2018	5,760	Fieldwood En	100.0%	TERMIN
VK0826-VIOSCA KNOLL 826 (NEPTUNE) SWC	VK 917	G15441	Federal	OP	7/1/1995		5,760	Fieldwood En	85.0%	PROD
VIOSCA KNOLL 917 / 962 (SWORDFISH)	VK 962	G15445	Federal	OP 1	7/1/1995	8/4/2019	5,760	Fieldwood En	85.0%	TERMIN
VERMILION 196	VR 196	G19760	Federal	OP 1	8/1/1998		5,000	Fieldwood En Off	63.1%	TERMIN
VERMILION 196	VR 207	G19761	Federal	OP 1	8/1/1998	7/27/2009	5,000	Fieldwood En Off	46.4%	RELINQ
VERMILION 261/262	VR 261	G03328	Federal	RT	4/1/1976	8/10/2020	5,429	Fieldwood En	25.0%	TERMIN
VERMILION 261/262	VR 261	G03328	Federal	OP 1	4/1/1976	8/10/2020	5,429	Fieldwood En	25.0%	TERMIN
VERMILION 261/262	VR 262	G34257	Federal	RT	10/1/2012	7/7/2017	5,485	Fieldwood En	25.0%	RELINQ
VERMILION 272 / SOUTH MARSH 102	VR 272	G23829	Federal	RT	6/1/2002		4,381	Fieldwood En Off	100.0%	PROD
VERMILION 272 / SOUTH MARSH 102	VR 273	G14412	Federal	OP 3	5/1/1994	6/1/2010	5,000	Fieldwood En Off	100.0%	TERMIN
VERMILION 279	VR 279	G11881	Federal	OP 1	5/1/1990		5,000	Talos En Off	50.0%	TERMIN
VERMILION 313	VR 313	G01172	Federal	OP 1	6/1/1962		5,000	Fieldwood En Off	100.0%	TERMIN
VERMILION 313	VR 313	G01172	Federal	OP 2	6/1/1962		5,000	Fieldwood En Off	100.0%	TERMIN
VERMILION 408	VR 408	G15212	Federal	CONT	7/1/1995		5,000	Fieldwood En	33.2%	PROD
WEST CAMERON 171	WC 171	G01997	Federal	RT	1/1/1971	1/31/2014	5,000	XTO	33.5%	TERMIN
WEST CAMERON 295	WC 295	G24730	Federal	OP 1	5/1/2003		5,000	Fieldwood En	13.8%	PROD
WEST CAMERON 485/507	WC 485	G02220	Federal	RT	2/1/1973		5,000	Fieldwood En Off	100.0%	UNIT
WEST CAMERON 498	WC 498	G03520	Federal	RT	8/1/1977		5,000	Cox Op	3.7%	PROD
WEST CAMERON 485/507	WC 507	G02549	Federal	RT	4/1/1974		2,500	Fieldwood En Off	100.0%	UNIT
WEST CAMERON 485/507	WC 507	G02549	Federal	OP 1	4/1/1974		2,500	Fieldwood En Off	50.0%	UNIT
WEST CAMERON 485/507	WC 507	G10594	Federal	RT	6/1/1989		2,500	Fieldwood En Off	100.0%	UNIT
WEST CAMERON 35/65/66	WC 65	G02825	Federal	OP 4	12/1/1974		5,000	Fieldwood En	18.8%	PROD
WEST CAMERON 35/65/66	WC 66	G02826	Federal	OP 2	12/1/1974		3,750	Fieldwood En	25.0%	PROD
WEST CAMERON 35/65/66	WC 67	G03256	Federal	CONT	9/1/1975		5,000	Fieldwood En	17.5%	TERMIN
WEST CAMERON 71/72/102	WC 72	G23735	Federal	RT	7/1/2002		5,000	Fieldwood En Off	75.0%	PROD
WEST CAMERON 71/72/102	WC 96	G23740	Federal	OP 1	5/1/2002		5,000	Talos	25.0%	UNIT
WEST DELTA 90/103	WD 103	G12360	Federal	OP 1	5/1/1960		1,016	Fieldwood En	18.8%	PROD
WEST DELTA 121/122	WD 121	G19843	Federal	OP 1	8/1/1998		5,000	Fieldwood En	16.0%	PROD
WEST DELTA 121/122	WD 122	G13645	Federal	OP 1	8/1/1992		5,000	Fieldwood En	16.0%	PROD
WEST DELTA 121/122	WD 122	G13645	Federal	OP 2	8/1/1992		5,000	Fieldwood En	16.0%	PROD
WEST DELTA 27	WD 27	G04473	Federal	RT B	11/1/1980		5,000	Cox Op	13.8%	PROD
WEST DELTA 79/80	WD 27, WD 79, WC	G01449	Federal	RT	5/1/1966		3,125	Fieldwood En Off	100.0%	UNIT
WEST DELTA 63/64	WD 63	G19839	Federal	OP 1	6/1/1998	5/25/2016	5,000	Peregrine O&G	12.5%	RELINQ
WEST DELTA 63/64	WD 64	G25008	Federal	RT	5/1/2003	2/21/2017	5,000	Peregrine O&G	5.9%	TERMIN
WEST DELTA 73/74	WD 73	G01083	Federal	OP 2	6/1/1962		5,000	Cox Op	5.9%	UNIT
WEST DELTA 73/74	WD 74	G01084	Federal	OP 1	6/1/1962		5,000	Cox Op	5.9%	UNIT
WEST DELTA 79/80	WD 79, WD 80	G01874	Federal	RT	12/1/1968		3,438	Fieldwood En Off	100.0%	UNIT
WEST DELTA 79/80	WD 80	G01989	Federal	RT	8/1/1970		1,875	Fieldwood En Off	100.0%	UNIT
WEST DELTA 79/80	WD 80	G02136	Federal	RT	1/1/1972		938	Fieldwood En Off	100.0%	UNIT
WEST DELTA 86	WD 85	G04895	Federal	RT	12/1/1981	5/9/2019	2,630	Fieldwood En Off	100.0%	TERMIN
WEST DELTA 86	WD 85	G04895	Federal	OP 1	12/1/1981	5/9/2019	2,630	Fieldwood En Off	100.0%	TERMIN
WEST DELTA 86	WD 86	G02934	Federal	RT	12/1/1974	8/30/2010	2,500	SPN Res	100.0%	TERMIN
WEST DELTA 86	WD 86	G04243	Federal	RT	1/1/1980	6/27/2020	2,500	Fieldwood En Off	100.0%	TERMIN
WEST DELTA 86	WD 86	G04243	Federal	OP 1	1/1/1980	6/27/2020	2,500	Fieldwood En Off	100.0%	TERMIN
WEST DELTA 86	WD 86	G04243	Federal	OP 2	1/1/1980	6/27/2020	2,500	Fieldwood En Off	100.0%	TERMIN
WEST DELTA 86	WD 86	G04243	Federal	OP 3	1/1/1980	6/27/2020	2,500	Fieldwood En Off	100.0%	TERMIN

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres (Ac)	Operator	WI	Lease Status
WEST DELTA 90/103	WD 90	G01089	Federal	OP 3	6/1/1962		5,000	Fieldwood En	18.8%	PROD
GREEN CANYON 200 (Troika)	GC 201	G12210	Federal	RT NE4	5/1/1990		5760	Fieldwood En Off	100.0%	UNIT

Asset Name	FWE Acct. Code	Lease Number	API
ACOM O H EST GU 3R	ACOMGU3	168986	42071321150
ARCO SANGER EST 5	ARCOSANG5	09061	422973358000
BRAZOS A-102 #A002	BAA102A02	G01754	427054002500
BRAZOS A-105 #002	BAA105002	G01757	427054000400
BRAZOS A-105 #A001	BAA105A01	G01757	427054003100
BRAZOS A-105 #A003	BAA105A03	G01757	427054002900
BRAZOS A-105 #A004	BAA105A04	G01757	427054003000
BRAZOS A-105 #A005	BAA105A05	G01757	427054003200
BRAZOS A-105 #B001	BAA105B010	G01757	427054012200
BRAZOS A-105 #B002	BAA105B020	G01757	427054012600
BRAZOS A-105 #B003	BAA105B030	G01757	427054012800
BRAZOS A-105 #B004	BAA105B040	G01757	427054013000
BRAZOS A-105 #B005	BAA105B050	G01757	427054013300
BRAZOS A-133 #A001	BAA133A010	G02665	427054002400
BRAZOS A-133 #A002	BAA133A020	G02665	427054003300
BRAZOS A-133 #A003	BAA133A030	G02665	427054003500
BRAZOS A-133 #A004 ST1	BAA133A041	G02665	427054004301
BRAZOS A-133 #A005 ST1	BAA133A051	G02665	427054004001
BRAZOS A-133 #A006	BAA133A060	G02665	427054004500
BRAZOS A-133 #A007	BAA133A070	G02665	427054004800
BRAZOS A-133 #A008	BAA133A080	G02665	427054005200
BRAZOS A-133 #A009	BAA133A090	G02665	427054005400
BRAZOS A-133 #A010	BAA133A100	G02665	427054013100
BRAZOS A-133 #C001	BAA133C010	G02665	427054007800
BRAZOS A-133 #C002	BAA133C020	G02665	427054008200
BRAZOS A-133 #C003	BAA133C030	G02665	427054010700
BRAZOS A-133 #C004	BAA133C040	G02665	427054013500
BRAZOS A-133 #D001 ST1	BAA133D011	G02665	427054009201
BRAZOS A-133 #D003	BAA133D030	G02665	427054012700
BRETON SOUND 053 #001 SL3770	SL0377001	03770	1.7726E+11
BRETON SOUND 053 #007 SL 3770	SL0377007	03770	177262015800
BRETON SOUND 053 #008 SL 3770	SL0377008	03770	177262016300
EAST BREAKS 158 #A003	EB158A03	G02645	608044004104
EAST BREAKS 158 #A007	EB158A07	G02645	608044005100
EAST BREAKS 158 #A012	EB158A12	G02645	608044005601
EAST BREAKS 158 #A014	EB158A14	G02645	608044005901
EAST BREAKS 159 #A002	EB159A02	G02646	608044003800
EAST BREAKS 159 #A005	EB159A05	G02646	608044004503
EAST BREAKS 159 #A006	EB159A06	G02646	608044004401
EAST BREAKS 159 #A009	EB159A09	G02646	608044005200
EAST BREAKS 159 #A011	EB159A11	G02646	608044005400
EAST BREAKS 159 #A017	EB159A17	G02646	608044018300
EAST BREAKS 160 #A005 HB-2	EB160A05	G02647	608044003700
EAST BREAKS 160 #A009 HB2	EB160A09	G02647	608044005800
EAST BREAKS 160 #A010 GA1	EB160A10	G02647	608044008702
EAST BREAKS 160 #A016	EB160A16	G02647	608044006000
EAST BREAKS 160 #A018 ST4	EB160A18	G02647	608044006904
EAST BREAKS 160 #A023	EB160A23	G02647	608044003900
EAST BREAKS 160 #A025	EB160A25	G02647	608044004600
EAST BREAKS 160 #A027 HB2	EB160A27	G02647	608044004900
EAST BREAKS 160 #A031 HB2	EB160A31	G02647	608044008400

Asset Name	FWE Acct. Code	Lease Number	API
EAST BREAKS 160 #A033 ST TA	EB160A33	G02647	608044007002
EAST BREAKS 161 #002 (CORONA)	EB16102	G02648	608044022600
EAST BREAKS 161 #A001 ST	EB161A01	G02648	608044002801
EAST BREAKS 161 #A002	EB161A02	G02648	608044003100
EAST BREAKS 161 #A003 HB4	EB161A03	G02648	608044002900
EAST BREAKS 161 #A007 GM1	EB161A07	G02648	608044004300
EAST BREAKS 161 #A008 HB2	EB161A08	G02648	608044004800
EAST BREAKS 161 #A013 ST	EB161A13	G02648	608044024501
EAST BREAKS 161 #A029 GA3	EB161A29	G02648	608044005300
EAST BREAKS 165 #A001	EB165A01	G06280	608044010800
EAST BREAKS 165 #A002	EB165A02	G06280	608044010900
EAST BREAKS 165 #A003	EB165A03	G06280	608044011100
EAST BREAKS 165 #A004	EB165A04	G06280	608044011200
EAST BREAKS 165 #A005	EB165A05	G06280	608044011300
EAST BREAKS 165 #A007	EB165A07	G06280	608044011700
EAST BREAKS 165 #A008	EB165A08	G06280	608044011600
EAST BREAKS 165 #A009	EB165A09	G06280	608044011900
EAST BREAKS 165 #A010	EB165A10	G06280	608044011802
EAST BREAKS 165 #A011	EB165A11	G06280	608044012300
EAST BREAKS 165 #A012	EB165A12	G06280	608044012200
EAST BREAKS 165 #A014	EB165A14	G06280	608044012501
EAST BREAKS 165 #A015	EB165A15	G06280	608044012800
EAST BREAKS 165 #A017	EB165A17	G06280	608044013100
EAST BREAKS 165 #A018	EB165A18	G06280	608044013201
EAST BREAKS 165 #A019	EB165A19	G06280	608044013302
EAST BREAKS 165 #A020	EB165A20	G06280	608044013501
EAST BREAKS 165 #A021	EB165A21	G06280	608044013400
EAST BREAKS 165 #A022	EB165A22	G06280	608044013700
EAST BREAKS 165 #A023	EB165A23	G06280	608044013600
EAST BREAKS 165 #A024	EB165A24	G06280	608044014000
EAST BREAKS 165 #A025	EB165A25	G06280	608044013900
EAST BREAKS 165 #A026	EB165A26	G06280	608044014100
EAST BREAKS 165 #A029	EB165A29	G06280	608044014401
EAST BREAKS 165 #A030	EB165A30	G06280	608044014501
EAST BREAKS 209 #A013 GA RA13	EB209A13	G07397	608044012400
EAST CAMERON 330 #B003	EC330B03	G03540	177044055600
EAST CAMERON 330 #B004	EC330B04	G03540	177044055800
EAST CAMERON 330 #B005	EC330B05	G03540	177044056100
EAST CAMERON 330 #B006	EC330B06	G03540	177044056200
EAST CAMERON 330 #B008	EC330B08	G03540	177044056800
EAST CAMERON 331 #A001	EC331A01	G08658	177044076300
EAST CAMERON 331 #A003	EC331A03	G08658	177044076400
EAST CAMERON 331 #A004	EC331A04	G08658	177044076700
EAST CAMERON 331 #A009	EC331A09	G08658	177044079400
EAST CAMERON 331 #A010	EC331A10	G08658	177044079500
EAST CAMERON 331 #A012	EC331A12	G08658	177044083300
EAST CAMERON 331 #A013	EC331A13	G08658	177044083400
EAST CAMERON 332 #A002	EC332A02	G09478	177044076200
EAST CAMERON 332 #A005	EC332A05	G09478	177044076800
EAST CAMERON 332 #A006	EC332A06	G09478	177044077301
EAST CAMERON 332 #A007	EC332A07	G09478	177044077400

Asset Name	FWE Acct. Code	Lease Number	API
EAST CAMERON 332 #A008	EC332A08	G09478	177044077700
EAST CAMERON 332 #A011	EC332A11	G09478	177044083101
EAST CAMERON 332 #A014	EC332A14	G09478	177044094600
EAST CAMERON 332 #A016	EC332A16	G09478	177044097901
EAST CAMERON 332 #A017	EC332A17	G09478	177044078103
EAST CAMERON 349 #A001	EC349A01	G15157	177044082700
EAST CAMERON 349 #A002U	EC349A02U	G13592	177044081400
EAST CAMERON 349 #A004	EC349A04	G14385	177044097700
EAST CAMERON 350 #A005 S04	EC350A05	G15157	177044098200
EAST CAMERON 356 #A003	EC356A03	G13592	177044097301
EAST CAMERON 371 #A002	EC371A02	G02267	177044094300
EUGENE IS 032 #008	EI03208	00196	177090061800
EUGENE IS 032 #010	EI03210	00196	177090072400
EUGENE IS 032 #011	EI03211	00196	177090054400
EUGENE IS 032 #012	EI03212	00196	177090054500
EUGENE IS 032 #016	EI03216	00196	177090061500
EUGENE IS 032 #020	EI03220	00196	177092019100
EUGENE IS 032 #022	EI03222	00196	177094014800
EUGENE IS 032 #024	EI03224	00196	177094032800
EUGENE IS 032 #026	EI03226	00196	177094097200
EUGENE IS 032 #028	EI03228	00196	177094098601
EUGENE IS 032 #029	EI03229	00196	177094110003
EUGENE IS 032 #030	EI03230	00196	177094116401
EUGENE IS 032 #031	EI03231	00196	177094126501
EUGENE IS 032 #032	EI03232	00196	177094126700
EUGENE IS 032 #033	EI03233	00196	177094136900
EUGENE IS 032 #A001	EI032A01	00196	177090052800
EUGENE IS 032 #A002	EI032A02	00196	177090052901
EUGENE IS 032 #A003	EI032A03	00196	177090053000
EUGENE IS 032 #A005	EI032A05	00196	177090053200
EUGENE IS 032 #A006	EI032A06	00196	1770900533
EUGENE IS 032 #E001	EI032E01	00196	177090053800
EUGENE IS 032 #E002	EI032E02	00196	177090053900
EUGENE IS 032 #E003	EI032E03	00196	177090054000
EUGENE IS 032 #E004	EI032E04	00196	177090054100
EUGENE IS 032 #F001	EI032F01	00196	177090054200
EUGENE IS 053 #008D	EI053008D0	00479	177094086200
EUGENE IS 053 #009	EI05300900	00479	177094094000
EUGENE IS 053 #B001D	EI053B01D0	00479	177094085900
EUGENE IS 053 #C002	EI053C0200	00479	177094122600
EUGENE IS 053 #G001 ST1	EI053G01D2	00479	177094144201
EUGENE IS 100 #013	EI10013	00796	177090032601
EUGENE IS 100 #020	EI10020	00796	177090088800
EUGENE IS 100 #024	EI10024	00796	177092019204
EUGENE IS 100 #027	EI10027	00796	177092018602
EUGENE IS 100 #030	EI10030	00796	177094052700
EUGENE IS 100 #031	EI10031	00796	177094091603
EUGENE IS 100 #033	EI10033	00796	177094093001
EUGENE IS 100 #041	EI10041	00796	177094115601
EUGENE IS 175 #D008	EI175D0800	00438	177094003900
EUGENE IS 175 #F001 ST1	EI175F0101	00438	177094035401



Asset Name	FWE Acct. Code	Lease Number	API
EUGENE IS 175 #F003 ST	EI175F0302	00438	177094039702
EUGENE IS 175 #F004 ST	EI175F0401	00438	177094041001
EUGENE IS 175 #F005	EI175F0500	00438	177094042900
EUGENE IS 175 #F007	EI175F0700	00438	177094048900
EUGENE IS 175 #F009	EI175F0901	00438	177094087601
EUGENE IS 175 #H002	EI175H0200	00438	177094106700
EUGENE IS 175 #H003	EI175H0300	00438	177094110800
EUGENE IS 175 #H004	EI175H0400	00438	177094110900
EUGENE IS 175 #H005 ST1BP1	EI175H0502	00438	177094112002
EUGENE IS 175 #I002	EI175I0201	00438	177094107101
EUGENE IS 175 #I004	EI175I0400	00438	177094109200
EUGENE IS 175 #J002 ST1	EI175J0201	00438	177094123201
EUGENE IS 307 #A001	EI307A01	G02110	177104007400
EUGENE IS 307 #A002	EI307A02	G02110	177104042401
EUGENE IS 307 #A003	EI307A03	G02110	177104059300
EUGENE IS 307 #A004	EI307A04	G02110	177104060900
EUGENE IS 307 #A005	EI307A05	G02110	177104062000
EUGENE IS 307 #A006	EI307A06	G02110	177104065900
EUGENE IS 307 #A007	EI307A07	G02110	177104067100
EUGENE IS 307 #A008	EI307A08	G02110	177104164600
EUGENE IS 307 #B001	EI307B01	G02110	177104078501
EUGENE IS 307 #B003	EI307B03	G02110	177104113302
EUGENE IS 307 #B008	EI307B08	G02110	177104153802
EUGENE IS 311 #D003	EI311D03	G27918	177104162000
EUGENE IS 312 #D001	EI312D0100	G22679	177104160900
EUGENE IS 312 #D002	EI312D0200	G22679	177104161900
EUGENE IS 330 #B015 ST1	EI330B1501	G02115	177104028601
EUGENE IS 342 #004	EI34200400	G02319	177104113000
EUGENE IS 342 #C002 ST1	EI342C0201	G02319	177104110601
EUGENE IS 342 #C003	EI342C0300	G02319	177104114000
EUGENE IS 342 #C004	EI342C0401	G02319	177104120101
EUGENE IS 342 #C005	EI342C0502	G02319	177104120202
EUGENE IS 342 #C006	EI342C0600	G02319	177104120300
EUGENE IS 342 #C007	EI342C0700	G02319	177104120800
EUGENE IS 342 #C008	EI342C0800	G02319	177104121000
EUGENE IS 342 #C009	EI342C0900	G02319	177104121300
EUGENE IS 342 #C011	EI342C1100	G02319	177104122000
EUGENE IS 342 #C012	EI342C1200	G02319	177104122200
EUGENE IS 342 #C013	EI342C1300	G02319	177104122700
EUGENE IS 342 #C014	EI342C1400	G02319	177104135800
EUGENE IS 342 #C015	EI342C1501	G02319	177104162101
EUGENE IS 342 #C016	EI342C1601	G02319	177104162201
EUGENE IS 342 #C017 BP1	EI342C1701	G02319	177104162501
EVANS GAS UNIT 1	EVANS GASU1	19334	4216701288
EVANS OIL UNIT 1	EVANS OILU1	19334	4216701288
EWING BANK 782 #A012	EW826A1200	G05793	608105001800
FROST - ACOM GU 1	FROSTAC1	189098	42071320621
FROST - ACOM GU 2	FROSTAC2	206882	42071320921
GALVESTON 151 #005	GA15100500	G15740	427064044200
GALVESTON 210 #001	GA21000100	G25524	427064044300
GALVESTON 210 #002	GA21000200	G25524	427064044800

Asset Name	FWE Acct. Code	Lease Number	API
GALVESTON A-155 #A001	GAA155A01	G30654	427074010800
GREEN CANYON 064 #A040	GC064A40	G07005	608114016202
GREEN CANYON 157 SS003	GC157003	G24154	608114043901
GREEN CANYON 201 #001 ST2	GC201001	G12210	608114043802
GREEN CANYON 201 SS001	GC157001	G12210	608114043802
GREEN CANYON 245 # TA 8 TROIKA	-	G05916	608114032900
HAYES LUMBER 1 - HBY 4 RC SUA	HAYESLUM1	42450	17053212861
HAYES LUMBER CO 28 2	HAYESLUM02	Onshore	170532123800
HAYES LUMBER HBY 4 RA SUA 1ALT	HAYESLUM01	42450	170532122800
HAYES MINERALS 29 001	HAYESMIN29	42450	170532130600
HELIS 2	HELIS2	17072	1704520888
HIGH ISLAND A-341 #B001	HIA341B010	G25605	427114085900
HIGH ISLAND A-341 #B002	HIA341B020	G25605	427114087101
HIGH ISLAND A-365 #A001	HIA365A010	G02750	427114052200
HIGH ISLAND A-365 #A004	HIA365A040	G02750	427114053700
HIGH ISLAND A-365 #A006	HIA365A060	G02750	427114053100
HIGH ISLAND A-365 #A007	HIA365A070	G02750	427114054100
HIGH ISLAND A-365 #A008	HIA365A080	G02750	427114054800
HIGH ISLAND A-365 #A010	HIA365A100	G02750	427114055200
HIGH ISLAND A-365 #A012	HIA365A120	G02750	427114055600
HIGH ISLAND A-365 #A013 ST1	HIA365A131	G02750	427114055801
HIGH ISLAND A-365 #A016	HIA365A160	G02750	427114056700
HIGH ISLAND A-365 #A020	HIA365A200	G02750	427114057500
HIGH ISLAND A-365 #A021	HIA365A210	G02750	427114057600
HIGH ISLAND A-365 #A024	HIA365A240	G02750	427114066300
HIGH ISLAND A-365 #A025	HIA365A250	G02750	427114066500
HIGH ISLAND A-376 #A002 ST1	HIA376A021	G02754	427114052601
HIGH ISLAND A-376 #A003	HIA376A030	G02754	427114052700
HIGH ISLAND A-376 #A005	HIA376A050	G02754	427114053500
HIGH ISLAND A-376 #A009	HIA376A090	G02754	427114054400
HIGH ISLAND A-376 #A011	HIA376A110	G02754	427114055000
HIGH ISLAND A-376 #A014 ST2	HIA376A142	G02754	427114056002
HIGH ISLAND A-376 #A015	HIA376A150	G02754	427114056200
HIGH ISLAND A-376 #A017	HIA376A170	G02754	427114057200
HIGH ISLAND A-376 #A018	HIA376A180	G02754	427114057300
HIGH ISLAND A-376 #A019	HIA376A190	G02754	427114057400
HIGH ISLAND A-376 #A022	HIA376A220	G02754	427114057700
HIGH ISLAND A-376 #B001	HIA376B010	G02754	427114068700
HIGH ISLAND A-376 #B002	HIA376B020	G02754	427114068900
HIGH ISLAND A-376 #B003	HIA376B031	G02754	427114078701
HIGH ISLAND A-376 #B004	HIA376B041	G02754	427114079001
HIGH ISLAND A-376 #B005	HIA376B050	G02754	427114079600
HIGH ISLAND A-376 #C001	HIA376C010	G02754	427114088900
HIGH ISLAND A-376 #C002	HIA376C020	G02754	427114089600
HIGH ISLAND A-376 #C003	HIA376C030	G02754	427114089500
HIGH ISLAND A-376 #C004	HIA376C040	G02754	427114089400
HIGH ISLAND A-382 #A009	HIA382A090	G02757	427094018600
HIGH ISLAND A-382 #B013	HIA382B130	G02757	427094025500
HIGH ISLAND A-382 #F001 ST1	HIA382F011	G02757	427114059401
HIGH ISLAND A-382 #F002	HIA382F020	G02757	427114059800
HIGH ISLAND A-382 #F003	HIA382F031	G02757	427114059901

Asset Name	FWE Acct. Code	Lease Number	API
HIGH ISLAND A-382 #F004	HIA382F040	G02757	427114060600
HIGH ISLAND A-382 #F005	HIA382F050	G02757	427114060900
HIGH ISLAND A-382 #F006	HIA382F061	G02757	427114061001
HIGH ISLAND A-382 #F008	HIA382F080	G02757	427114061700
HIGH ISLAND A-382 #F010 ST5	HIA382F105	G02757	427114062605
HIGH ISLAND A-382 #F011	HIA382F110	G02757	427114063100
HIGH ISLAND A-382 #F012	HIA382F121	G02757	427114063601
HIGH ISLAND A-382 #F013	HIA382F130	G02757	427114063800
HIGH ISLAND A-382 #F014	HIA382F140	G02757	427114063900
HIGH ISLAND A-382 #F015	HIA382F151	G02757	427114064701
HIGH ISLAND A-382 #F017	HIA382F171	G02757	427114066701
HIGH ISLAND A-382 #F019	HIA382F190	G02757	427114067100
HIGH ISLAND A-382 #F020	HIA382F200	G02757	427114067500
HIGH ISLAND A-382 #F021	HIA382F211	G02757	427114067801
HIGH ISLAND A-474 #A001	HIA474A010	G02366	427094017100
HIGH ISLAND A-474 #A002	HIA474A020	G02366	427094017200
HIGH ISLAND A-474 #A003	HIA474A030	G02366	427094019900
HIGH ISLAND A-474 #A004	HIA474A040	G02366	427094022800
HIGH ISLAND A-474 #A005	HIA474A050	G02366	427094023500
HIGH ISLAND A-474 #A006	HIA474A060	G02366	427094024300
HIGH ISLAND A-474 #A007	HIA474A070	G02366	427094027702
HIGH ISLAND A-474 #A008	HIA474A080	G02366	427094026100
HIGH ISLAND A-474 #A010	HIA474A100	G02366	427094029400
HIGH ISLAND A-474 #A011	HIA474A110	G02366	427094030000
HIGH ISLAND A-474 #A012	HIA474A120	G02366	427094030801
HIGH ISLAND A-474 #A013	HIA474A130	G02366	427094036104
HIGH ISLAND A-474 #A014	HIA474A140	G02366	427094035000
HIGH ISLAND A-474 #A017	HIA474A170	G02366	427094032500
HIGH ISLAND A-474 #A020	HIA474A200	G02366	427094038500
HIGH ISLAND A-474 #A021	HIA474A210	G02366	427094040700
HIGH ISLAND A-474 #B023	HIA474B230	G02366	427094037200
HIGH ISLAND A-475 #A016	HIA475A16	G02367	427094035500
HIGH ISLAND A-489 #A009	HIA489A090	G02372	427094028500
HIGH ISLAND A-489 #A015	HIA489A150	G02372	427094037000
HIGH ISLAND A-489 #B002	HIA489B020	G02372	427094021000
HIGH ISLAND A-489 #B003	HIA489B030	G02372	427094020901
HIGH ISLAND A-489 #B007	HIA489B070	G02372	427094027601
HIGH ISLAND A-489 #B009	HIA489B090	G02372	427094026500
HIGH ISLAND A-489 #B010	HIA489B100	G02372	427094028800
HIGH ISLAND A-489 #B012	HIA489B120	G02372	427094031400
HIGH ISLAND A-489 #B013	HIA489B130	G02372	427094028600
HIGH ISLAND A-489 #B014	HIA489B140	G02372	427094029700
HIGH ISLAND A-489 #B015	HIA489B150	G02372	427094030400
HIGH ISLAND A-489 #B016	HIA489B160	G02372	427094029800
HIGH ISLAND A-489 #B017	HIA489B170	G02372	427094023802
HIGH ISLAND A-489 #B018	HIA489B180	G02372	427094032801
HIGH ISLAND A-489 #B020	HIA489B200	G02372	427094028101
HIGH ISLAND A-489 #B021	HIA489B210	G02372	427094026202
HIGH ISLAND A-489 #B022	HIA489B220	G02372	427094036000
HIGH ISLAND A-489 #B024	HIA489B240	G02372	427094035400
HIGH ISLAND A-489 #B025	HIA489B250	G02372	427094041400

Asset Name	FWE Acct. Code	Lease Number	API
HIGH ISLAND A-489 #B026	HIA489B260	G02372	427094043100
HIGH ISLAND A-489 #B027	HIA489B270	G02372	427094042501
HIGH ISLAND A-489 #B028	HIA489B280	G02372	427094054500
HIGH ISLAND A-489 #B029	HIA489B290	G02372	427094111100
HIGH ISLAND A-550 #002	HIA55002	G04081	427094062700
HIGH ISLAND A-550 #003	HIA55003	G04081	427094063700
HIGH ISLAND A-550 #A001	HIA550A01	G04081	427094057004
HIGH ISLAND A-550 #A002	HIA550A02	G04081	427094074101
HIGH ISLAND A-550 #A003	HIA550A03	G04081	427094076000
HIGH ISLAND A-550 #A004	HIA550A04	G04081	427094099501
HIGH ISLAND A-550 #A005	HIA550A05	G04081	427094099801
HIGH ISLAND A-550 #A006	HIA550A06	G04081	427094104801
HIGH ISLAND A-563 #B001	HIA563B01	G02388	427094029900
HIGH ISLAND A-563 #B004	HIA563B04	G02388	427094034402
HIGH ISLAND A-563 #B005	HIA563B05	G02388	427094037100
HIGH ISLAND A-563 #B007	HIA563B07	G02388	427094038600
HIGH ISLAND A-563 #B008	HIA563B08	G02388	427094038900
HIGH ISLAND A-563 #B009	HIA563B09	G02388	427094039601
HIGH ISLAND A-563 #B010	HIA563B10	G02388	427094040000
HIGH ISLAND A-563 #B012	HIA563B12	G02388	427094043502
HIGH ISLAND A-563 #B013	HIA563B13	G02388	427094040501
HIGH ISLAND A-563 #B015	HIA563B15	G02388	427094048000
HIGH ISLAND A-563 #B016	HIA563B16	G02388	427094048102
HIGH ISLAND A-563 #B017	HIA563B17	G02388	427094045804
HIGH ISLAND A-563 #B018	HIA563B18	G02388	427094052501
HIGH ISLAND A-563 #B019	HIA563B19	G02388	427094052000
HIGH ISLAND A-563 #B022	HIA563B22	G02388	427094055000
HIGH ISLAND A-563 #B023	HIA563B23	G02388	427094056400
HIGH ISLAND A-563 #B024	HIA563B24	G02388	427094056601
HIGH ISLAND A-563 #B025	HIA563B25	G02388	427094059300
HIGH ISLAND A-563 #B026	HIA563B26	G02388	427094066801
HIGH ISLAND A-563 #B027	HIA563B27	G02388	427094068100
HIGH ISLAND A-563 #C004	HIA563C04	G02388	427094059602
HIGH ISLAND A-563 #C005	HIA563C05	G02388	427094062800
HIGH ISLAND A-563 #C008	HIA563C08	G02388	427094069400
HIGH ISLAND A-563 #C009	HIA563C09	G02388	427094064600
HIGH ISLAND A-564 #B006	HIA563B06	G02389	427094033801
HIGH ISLAND A-564 #B020	HIA564B20	G02389	427094053102
HIGH ISLAND A-564 #B021	HIA563B21	G02389	427094053900
HIGH ISLAND A-572 #A003 ST1	HIA572A031	G02392	427094012901
HIGH ISLAND A-572(573)A014	HIA572A140	G02392	427094034100
HIGH ISLAND A-573 #006	HIA5730060	G02393	427094053700
HIGH ISLAND A-573 #A001 ST2	HIA573A012	G02393	427094007102
HIGH ISLAND A-573 #A002 ST3	HIA573A023	G02393	427094013803
HIGH ISLAND A-573 #A004	HIA573A040	G02393	427094015000
HIGH ISLAND A-573 #A005 ST1	HIA573A051	G02393	427094015501
HIGH ISLAND A-573 #A008	HIA573A080	G02393	427094018000
HIGH ISLAND A-573 #A010	HIA573A100	G02393	427094020500
HIGH ISLAND A-573 #A015	HIA573A150	G02393	427094034200
HIGH ISLAND A-573 #A016	HIA573A160	G02393	427094034300
HIGH ISLAND A-573 #A017	HIA573A170	G02393	427094036500

Asset Name	FWE Acct. Code	Lease Number	API
HIGH ISLAND A-573 #A019 ST1	HIA573A191	G02393	427094038001
HIGH ISLAND A-573 #B001	HIA573B010	G02393	427094012800
HIGH ISLAND A-573 #B002	HIA573B020	G02393	427094014100
HIGH ISLAND A-573 #B005	HIA573B050	G02393	427094016400
HIGH ISLAND A-573 #B006	HIA573B060	G02393	427094017000
HIGH ISLAND A-573 #B008	HIA573B080	G02393	427094017900
HIGH ISLAND A-573 #B010	HIA573B100	G02393	427094021100
HIGH ISLAND A-573 #B012	HIA573B120	G02393	427094022700
HIGH ISLAND A-573 #E007	HIA573E070	G02393	427094098200
HIGH ISLAND A-573 #E012	HIA573E120	G02393	427094115000
HIGH ISLAND A-573 #F007	HIA573F070	G02393	427114061200
HIGH ISLAND A-573 #F009	HIA573F090	G02393	427114062000
HIGH ISLAND A-573 #F016 ST5	HIA573F165	G02393	427114066805
HIGH ISLAND A-573 #F018 ST1	HIA573F181	G02393	427114067301
HIGH ISLAND A-573 #F022	HIA573F220	G02393	427114068400
HIGH ISLAND A-573 #F023 ST2	HIA573F232	G02393	427114069302
HIGH ISLAND A-581 #D004	HIA581D040	G18959	427094112200
HIGH ISLAND A-581 #D004	HIA581D040	G18959	427094112200
HIGH ISLAND A-582 #C001	HIA582C010	G02719	427094061500
HIGH ISLAND A-582 #C002	HIA582C020	G02719	427094061900
HIGH ISLAND A-582 #C003	HIA582C030	G02719	427094058000
HIGH ISLAND A-582 #C006	HIA582C060	G02719	427094063400
HIGH ISLAND A-582 #C007	HIA582C070	G02719	427094063900
HIGH ISLAND A-582 #C010	HIA582C100	G02719	427094070200
HIGH ISLAND A-582 #C011	HIA582C110	G02719	427094071400
HIGH ISLAND A-582 #C012	HIA582C120	G02719	427094074900
HIGH ISLAND A-582 #C013	HIA582C130	G02719	427094072700
HIGH ISLAND A-582 #C014	HIA582C140	G02719	427094073800
HIGH ISLAND A-582 #C015	HIA582C150	G02719	427094075800
HIGH ISLAND A-582 #C019	HIA582C190	G02719	427094108200
HIGH ISLAND A-582 #D001	HIA582D010	G18959	42094110200
HIGH ISLAND A-582 #D002 ST1	HIA582D021	G02719	427094110801
HIGH ISLAND A-582 #D003 ST	HIA582D031	G02719	427094111401
HIGH ISLAND A-582 #D005	HIA582D050	G02719	427094114300
HIGH ISLAND A-582 #D006	HIA582D060	G02719	427094114700
HIGH ISLAND A-595 #D001 ST2	HIA595D1D2	G02721	427094055302
HIGH ISLAND A-595 #D003	HIA595D03	G02721	427094058500
HIGH ISLAND A-595 #D005	HIA595D050	G02721	427094092900
HIGH ISLAND A-595 #D006	HIA595D063	G02721	427094063205
HIGH ISLAND A-595 #D010	HIA595D100	G02721	427094070500
HIGH ISLAND A-595 #D012	HIA595D120	G02721	427094077000
HIGH ISLAND A-595 #D017 ST2	HIA595D172	G02721	427094083702
HIGH ISLAND A-595 #D018	HIA595D181	G02721	427094093501
HIGH ISLAND A-595 #E011	HIA595E110	G02721	427094114501
HIGH ISLAND A-596 #B014	HIA596B140	G02722	427094025800
HIGH ISLAND A-596 #D002	HIA596D020	G02722	427094056901
HIGH ISLAND A-596 #D004	HIA596D040	G02722	427094060500
HIGH ISLAND A-596 #D007 ST4	HIA596D074	G02722	427094064304
HIGH ISLAND A-596 #D008 ST1	HIA596D081	G02722	427094067001
HIGH ISLAND A-596 #D009	HIA596D090	G02722	427094068400
HIGH ISLAND A-596 #D011	HIA596D110	G02722	427094075700

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HIGH ISLAND A-596 #D013 ST2	HIA596D132	G02722	427094079502
HIGH ISLAND A-596 #D014	HIA596D140	G02722	427094080100
HIGH ISLAND A-596 #D016	HIA596D160	G02722	427094082400
HIGH ISLAND A-596 #E005	HIA596E050	G02722	427094085900
HIGH ISLAND A-596 #E008	HIA596E080	G02722	427094112801
HIGH ISLAND A-596 #E009	HIA596E090	G02722	427094114200
LA ST LSE 3011 1 SWD BURRWOOD	BURWOOD	03011	177210074800
LANDREAU ET UX 1	LANDREAU1	490100	UNKNOWN
MAIN PASS 077 #A001	MP077A0100	G04481	177254033800
MAIN PASS 077 #A002	MP077A0201	G04481	177254043101
MAIN PASS 077 #A003	MP077A0300	G04481	177254036100
MAIN PASS 077 #A004	MP077A0400	G04481	177254036900
MAIN PASS 077 #A005	MP077A0500	G04481	177254038000
MAIN PASS 077 #A006 ST2	MP077A0602	G04481	177254036402
MAIN PASS 077 #A010	MP077A1000	G04481	177254039600
MAIN PASS 077 #A011	MP077A1100	G04481	177254042400
MAIN PASS 077 #A012	MP077A1200	G04481	177254039700
MAIN PASS 077 #A013	MP077A1300	G04481	177254044900
MAIN PASS 077 #A014	MP077A1400	G04481	177254044500
MAIN PASS 077 #A015	MP077A1501	G04481	177254045101
MAIN PASS 077 #A016	MP077A1600	G04481	177254045900
MAIN PASS 077 #A017	MP077A1700	G04481	177254046200
MAIN PASS 077 #A018	MP077A1800	G04481	177254046800
MAIN PASS 077 #A019	MP077A1900	G04481	177254048200
MAIN PASS 077 #A020	MP077A2001	G04481	177254048501
MAIN PASS 077 #A021 ST	MP077A2100	G04481	177254067002
MAIN PASS 077 #A022	MP077A2201	G04481	177254067401
MAIN PASS 077 #A023	MP077A23	G04481	177254067601
MAIN PASS 077 #A07	MP077A0700	G04481	177254041000
MAIN PASS 077 #A08	MP077A0800	G04481	177254038200
MAIN PASS 077 #A09	MP077A0900	G04481	177254039000
NW MYETTE POINT SL 14519 #001	SL1451901	14519	171012195100
NW MYETTE POINT SL 14519 #002	SL1451902	14519	171012200800
NW MYETTE POINT SL 14520 #002	SL1452002	14520	171012201500
NW MYETTE POINT SL 14914 #002	SL1491402	14914	171012206300
NW MYETTE POINT SL 14914 #003	SL1491403	14914	171012239600
NW MYETTE POINT SL14519 #1 SWD	SL14519SWD	14519	171018805900
SHIP SHOAL 149 #A017 (ORRI)	SS149A17	00434	177114131300
SHIP SHOAL 149 #C001	SS149C01	00434	177114005500
SHIP SHOAL 149 #C002	SS149C02	00434	177114007002
SHIP SHOAL 149 #C003	SS149C03	00434	177114016000
SHIP SHOAL 149 #C004	SS149C04	00434	177114024301
SHIP SHOAL 149 #C005	SS149C05	00434	177114025800
SHIP SHOAL 149 #C019 (ORRI)	SS149C19	00434	177114132300
SHIP SHOAL 149 #E007	SS149E07	00434	177114113100
SHIP SHOAL 169 #BB001	SS169BB010	00820	177114048100
SHIP SHOAL 169 #BB002	SS169BB020	00820	177114055501
SHIP SHOAL 169 #BB003	SS169BB030	00820	177114057800
SHIP SHOAL 169 #BB004	SS169BB040	00820	177114056500
SHIP SHOAL 169 #BB005	SS169BB050	00820	177114059600
SHIP SHOAL 169 #BB006	SS169BB060	00820	177114060101



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SHIP SHOAL 169 #C001	SS169C0100	00820	177114075600
SHIP SHOAL 169 #C003	SS169C0300	00820	177114078500
SHIP SHOAL 169 #C004	SS169C0400	00820	177114077400
SHIP SHOAL 169 #C006	SS169C0600	00820	177114080201
SHIP SHOAL 169 #C007	SS169C0700	00820	177114080601
SHIP SHOAL 169 #C008	SS169C0800	00820	177114081300
SHIP SHOAL 169 #C009	SS169C0900	00820	177114144400
SHIP SHOAL 169 #C010	SS169C1000	00820	177114144800
SHIP SHOAL 169 #G001	SS169G0100	00820	177114127400
SHIP SHOAL 169 #G002	SS169G0200	00820	177114128500
SHIP SHOAL 169 #G003	SS169G0300	00820	177114156600
SHIP SHOAL 177 #007	SS17700700	00590	177114101100
SHIP SHOAL 177 #A001	SS177A01	00590	177114056300
SHIP SHOAL 177 #A002	SS177A02	00590	177114055000
SHIP SHOAL 177 #A003	SS177A03	00590	177114056100
SHIP SHOAL 177 #A005	SS177A05	00590	177114119301
SHIP SHOAL 189 #A001A	SS189A01A0	G04232	177114062000
SHIP SHOAL 189 #A003A	SS189A03A0	G04232	177114085200
SHIP SHOAL 189 #A005	SS189A0500	G04232	177114088400
SHIP SHOAL 189 #A007 ST2	SS189A0702	G04232	177114129502
SHIP SHOAL 189 #A008	SS189A0800	G04232	177114130900
SHIP SHOAL 189 #A009 ST1	SS189A0901	G04232	177114139801
SHIP SHOAL 189 #A010BP1	SS189A1001	G04232	177114154701
SHIP SHOAL 189 #A4 (SS210)	SS189A04	G04232	177114086801
SHIP SHOAL 189 #A6 (SS188)	SS189A06	G04232	177114088900
SHIP SHOAL 204 #A008	SS204A0800	G01520	177110083000
SHIP SHOAL 204 #A015 ST1	SS204A1501	G01520	177112003401
SHIP SHOAL 204 #A016	SS204A1601	G01520	177112005401
SHIP SHOAL 204 #A020	SS204A2000	G01520	177112012600
SHIP SHOAL 204 #A024 ST1	SS204A2401	G01520	177112017701
SHIP SHOAL 204 #A028 ST3	SS204A2803	G01520	177110071003
SHIP SHOAL 204 #A030A	SS204A30A1	G01520	177114002801
SHIP SHOAL 204 #A031	SS204A3101	G01520	177110084201
SHIP SHOAL 204 #A034	SS204A3400	G01520	177114146700
SHIP SHOAL 204 #A035	SS204A3502	G01520	177114147402
SHIP SHOAL 204 #A036 ST1	SS204A3603	G01520	177114146803
SHIP SHOAL 206 #E002	SS206E0201	G01522	177114118101
SHIP SHOAL 206 #E003	SS206E0301	G01522	177114118201
SHIP SHOAL 206 #E004	SS206E0400	G01522	177114141800
SHIP SHOAL 206 #E005	SS206E0500	G01522	177114142000
SHIP SHOAL 207 #A003 ST1	SS207A0301	G01523	177110072801
SHIP SHOAL 207 #A004B	SS207A04B0	G01523	177110075500
SHIP SHOAL 207 #A006D	SS207A06D0	G01523	177110078200
SHIP SHOAL 207 #A008B	SS207A08B0	G01523	177110080700
SHIP SHOAL 207 #A009	SS207A0900	G01523	177110082400
SHIP SHOAL 207 #A010D	SS207A10D0	G01523	177110083900
SHIP SHOAL 207 #A013	SS207A1300	G01523	177112002500
SHIP SHOAL 207 #A015 ST1	SS207A1501	G01523	177112010601
SHIP SHOAL 207 #A016 ST1	SS207A1601	G01523	177112011401
SHIP SHOAL 207 #A018	SS207A1800	G01523	177112005000
SHIP SHOAL 207 #A019ST	SS207A1901	G01523	177114009401

Asset Name	FWE Acct. Code	Lease Number	API
SHIP SHOAL 207 #A020	SS207A2000	G01523	177114010300
SHIP SHOAL 207 #A022 ST1	SS207A2201	G01523	177114011301
SHIP SHOAL 207 #A023B	SS207A23B0	G01523	177114013500
SHIP SHOAL 207 #A024	SS207A2400	G01523	177114014300
SHIP SHOAL 207 #A025	SS207A2500	G01523	177114015500
SHIP SHOAL 207 #A026	SS207A2601	G01523	177112001101
SHIP SHOAL 207 #A027	SS207A2701	G01523	177110079401
SHIP SHOAL 207 #A028	SS207A2801	G01523	177110077301
SHIP SHOAL 207 #A029 ST	SS207A2901	G01523	177112001901
SHIP SHOAL 207 #A030	SS207A3001	G01523	177110071501
SHIP SHOAL 207 #A031 ST2	SS207A3102	G01523	177114117702
SHIP SHOAL 207 #A032	SS207A3201	G01523	177114119701
SHIP SHOAL 207 #A033 ST1	SS207A3301	G01523	177114121901
SHIP SHOAL 207 #A034	SS207A3400	G01523	177114122200
SHIP SHOAL 207 #A035 ST1	SS207A3501	G01523	177114133301
SHIP SHOAL 207 #A036	SS207A3600	G01523	177114137700
SHIP SHOAL 207 #D002	SS207D0200	G01523	177114025400
SHIP SHOAL 207 #D007	SS207D0700	G01523	177114030300
SHIP SHOAL 207 #D008	SS207D0800	G01523	177114032300
SHIP SHOAL 207 #D009	SS207D0900	G01523	177114116400
SHIP SHOAL 207 #D010 ST1	SS207D1001	G01523	177114116501
SHIP SHOAL 214 #004	SS21404	00828	177110060600
SHIP SHOAL 214 #E003	SS214E03	00828	177110071100
SHIP SHOAL 214 #E004	SS214E04	00828	177110073500
SHIP SHOAL 214 #E007	SS214E07	00828	177110070200
SHIP SHOAL 214 #E014	SS214E14	00828	177110076400
SHIP SHOAL 214 #F003	SS214F03	00828	177110069900
SHIP SHOAL 214 #F005	SS214F05	00828	177110073600
SHIP SHOAL 214 #F006	SS214F06	00828	177110075600
SHIP SHOAL 214 #F007	SS214F07	00828	177110075801
SHIP SHOAL 214 #F008	SS214F08	00828	177110077200
SHIP SHOAL 214 #F009	SS214F09	00828	177110078000
SHIP SHOAL 214 #F014	SS214F14	00828	177110078600
SHIP SHOAL 214 #H004	SS214H04	00828	177112017100
SHIP SHOAL 214 #H007	SS214H07	00828	177114000900
SHIP SHOAL 214 #H008	SS214H08	00828	177114002100
SHIP SHOAL 214 #H009	SS214H09	00828	177114002600
SHIP SHOAL 214 #H011	SS214H11	00828	177114003500
SHIP SHOAL 214 #H012	SS214H12	00828	177114004000
SHIP SHOAL 214 #K001	SS214K01	00828	177114053900
SHIP SHOAL 214 #K002	SS214K02	00828	177114054000
SHIP SHOAL 214 #K008	SS214K08	00828	177114145700
SHIP SHOAL 214 #K010	SS214K10	00828	177114144300
SHIP SHOAL 214 #K011	SS214K11	00828	177114147300
SHIP SHOAL 214 #L001	SS214L01	00828	177114066500
SHIP SHOAL 214 #L002	SS214L02	00828	177114068100
SHIP SHOAL 214 #L003	SS214L03	00828	177114068300
SHIP SHOAL 214 #L004	SS214L04	00828	177114070100
SHIP SHOAL 214 #L005	SS214L05	00828	177114070200
SHIP SHOAL 214 #L006	SS214L06	00828	177114074601
SHIP SHOAL 214 #L007	SS214L07	00828	177114075500

Asset Name	FWE Acct. Code	Lease Number	API
SHIP SHOAL 214 #L008	SS214L08	00828	177114076101
SHIP SHOAL 216 #C004 ST1	SS216C0401	G01524	177112014901
SHIP SHOAL 216 #C005A	SS216C05A0	G01524	177112017400
SHIP SHOAL 216 #C007 ST1	SS216C0701	G01524	177114001201
SHIP SHOAL 216 #C009 ST1	SS216C0901	G01524	177114003801
SHIP SHOAL 216 #C010	SS216C1000	G01524	177114004900
SHIP SHOAL 216 #C012C	SS216C12C0	G01524	177114006700
SHIP SHOAL 216 #C013	SS216C1300	G01524	177114007700
SHIP SHOAL 216 #C015	SS216C1500	G01524	177114009000
SHIP SHOAL 216 #C016	SS216C1601	G01524	177114000101
SHIP SHOAL 216 #C017A	SS216C17A1	G01524	177114003001
SHIP SHOAL 216 #C019	SS216C1900	G01524	177114031900
SHIP SHOAL 216 #C023	SS216C2300	G01524	177114134600
SHIP SHOAL 216 #C024 ST2	SS216C2402	G01524	177114135102
SHIP SHOAL 232 #B012	SS233B12	G15293	1771141070
SHIP SHOAL 232 #B02	SS233002	G15293	1771140371
SHIP SHOAL 233 #B001	SS233B01	G01528	177114028700
SHIP SHOAL 233 #B003	SS233B03	G01528	177114059800
SHIP SHOAL 233 #B004	SS233B04	G01528	177114060400
SHIP SHOAL 233 #B006	SS233B06	G01528	177114063500
SHIP SHOAL 233 #B007	SS233B07	G01528	177114065400
SHIP SHOAL 233 #B010	SS233B10	G01528	177114069901
SHIP SHOAL 233 #B011	SS233B11	G01528	177114073201
SHIP SHOAL 233 #E006	SS233E06	G01528	177110071900
SHIP SHOAL 233 #H005	SS233H05	G01528	177112017800
SHIP SHOAL 238 #A001	SS238A01	G03169	177124023400
SHIP SHOAL 238 #A003	SS238A03	G03169	177124025701
SHIP SHOAL 238 #A005	SS238A05	G03169	177124027200
SHIP SHOAL 238 #B005	SS238B05	G03169	177114061400
SHIP SHOAL 238 #B008	SS238B08	G03169	177114086600
SHIP SHOAL 238 #C001 ( ORRI)	SS238C01	G03169	177124068100
SHIP SHOAL 238 #C002	SS238C02	G03169	177124068400
SHIP SHOAL 246 #A001	SS246A01	G01027	177124005700
SHIP SHOAL 246 #A002	SS246A02	G01027	177124007400
SHIP SHOAL 246 #A004	SS246A04	G01027	177124008200
SHIP SHOAL 246 #A005	SS246A05	G01027	177124008300
SHIP SHOAL 246 #A006	SS246A06	G01027	177124009000
SHIP SHOAL 246 #A007	SS246A07	G01027	177124009100
SHIP SHOAL 246 #A009	SS246A09	G01027	177124010200
SHIP SHOAL 246 #A011	SS246A11	G01027	177124011500
SHIP SHOAL 246 #A014	SS246A14	G01027	177124014600
SHIP SHOAL 246 #A019	SS246A19	G01027	177124016100
SHIP SHOAL 246 #A020	SS246A20	G01027	177124012901
SHIP SHOAL 246 #J001	SS246J01	G01027	177124061800
SHIP SHOAL 247 #D003	SS247D03	G01028	177124013100
SHIP SHOAL 247 #D007	SS247D07	G01028	177124015600
SHIP SHOAL 247 #D009	SS247D09	G01028	177124016600
SHIP SHOAL 247 #D012	SS247D12	G01028	177124017903
SHIP SHOAL 247 #F002	SS247F02	G01028	177124019702
SHIP SHOAL 247 #F010	SS247F10	G01028	177124022400
SHIP SHOAL 247 #F014	SS247F14	G01028	177124022301

Asset Name	FWE Acct. Code	Lease Number	API
SHIP SHOAL 247 #F017	SS247F17	G01028	177124022901
SHIP SHOAL 247 #F018	SS247F18	G01028	177124023201
SHIP SHOAL 247 #F019	SS247F19	G01028	177124052500
SHIP SHOAL 248 #D006	SS248D06	G01029	177124015000
SHIP SHOAL 248 #D015	SS248D15	G01029	177124020600
SHIP SHOAL 248 #D016	SS248D16	G01029	177124021000
SHIP SHOAL 248 #D018	SS248D18	G01029	177124021100
SHIP SHOAL 248 #D020	SS248D2000	G01029	177124022000
SHIP SHOAL 248 #F008	SS248F08	G01029	177124022100
SHIP SHOAL 248 #G001	SS248G01	G01029	177124049500
SHIP SHOAL 248 #G002	SS248G02	G01029	177124053000
SHIP SHOAL 248 #G003	SS248G03	G01029	177124053300
SHIP SHOAL 249 #006	SS24906	G01030	177124062200
SHIP SHOAL 249 #D002	SS249D02	G01030	177124012000
SHIP SHOAL 249 #D004	SS249D04	G01030	177124017100
SHIP SHOAL 249 #D005	SS249D05	G01030	177124014200
SHIP SHOAL 249 #D008	SS249D08	G01030	177124015900
SHIP SHOAL 249 #D011	SS249D11	G01030	177124018500
SHIP SHOAL 249 #D014	SS249D14	G01030	177124019200
SHIP SHOAL 249 #D017	SS249D1700	G01030	177124020800
SHIP SHOAL 249 #D019	SS249D19	G01030	177124021500
SHIP SHOAL 252 #C004	SS252C04	G01529	177122001500
SHIP SHOAL 252 #C005	SS252C05	G01529	177122002000
SHIP SHOAL 252 #C009	SS252C09	G01529	177124029401
SHIP SHOAL 252 #C012	SS252C12	G01529	177124047300
SHIP SHOAL 252 #F001	SS252F01	G01529	177124052000
SHIP SHOAL 252 #F003	SS252F03	G01529	177124052200
SHIP SHOAL 252 #F004	SS252F04	G01529	177124067400
SHIP SHOAL 253 #C001	SS253C01	G01031	177122000100
SHIP SHOAL 253 #C002	SS253C02	G01031	177122006700
SHIP SHOAL 253 #C003	SS253C03	G01031	177122001400
SHIP SHOAL 253 #C006	SS253C06	G01031	177122002100
SHIP SHOAL 253 #C007	SS253C07	G01031	177122002300
SHIP SHOAL 253 #C008	SS253C08	G01031	177124030000
SHIP SHOAL 253 #C010	SS253C10	G01031	177124029300
SHIP SHOAL 253 #C011	SS253C11	G01031	177124030900
SHIP SHOAL 253 #D001	SS253D01	G01031	177122004200
SHIP SHOAL 253 #D003	SS253D03	G01031	177124000400
SHIP SHOAL 253 #D004	SS253D04	G01031	177124001100
SHIP SHOAL 253 #D005	SS253D05	G01031	177124001200
SHIP SHOAL 253 #D006	SS253D06	G01031	177124001300
SHIP SHOAL 253 #D007	SS253D07	G01031	177124001401
SHIP SHOAL 253 #D008	SS253D08	G01031	177124001600
SHIP SHOAL 253 #D009	SS253D09	G01031	177124001800
SHIP SHOAL 253 #D010	SS253D10	G01031	177124002001
SHIP SHOAL 253 #D013	SS253D13	G01031	177124002600
SHIP SHOAL 253 #D014	SS253D14	G01031	177124002701
SHIP SHOAL 253 #E001	SS253E01	G01031	177124024200
SHIP SHOAL 253 #E002	SS253E02	G01031	177124024600
SHIP SHOAL 253 #E003	SS253E03	G01031	177124025301
SHIP SHOAL 253 #E004	SS253E04	G01031	177124025400

Asset Name	FWE Acct. Code	Lease Number	API
SHIP SHOAL 253 #E005	SS253E05	G01031	177124025500
SHIP SHOAL 253 #E006	SS253E06	G01031	177124026600
SHIP SHOAL 253 #E007	SS253E07	G01031	177124026800
SHIP SHOAL 253 #E008	SS253E08	G01031	177124027600
SHIP SHOAL 253 #E009	SS253E09	G01031	177124027701
SHIP SHOAL 253 #E010	SS253E10	G01031	177124027800
SHIP SHOAL 253 #E011	SS253E11	G01031	177124028200
SHIP SHOAL 253 #E012	SS253E12	G01031	177124028400
SHIP SHOAL 253 #E013	SS253E13	G01031	177124037500
SHIP SHOAL 253 #E014	SS253E14	G01031	177124042100
SHIP SHOAL 253 #E015	SS253E15	G01031	177124044401
SHIP SHOAL 253 #F002	SS253F02	G01031	177124052100
SHIP SHOAL 300 #A001	SS300A01	G07760	177124037401
SHIP SHOAL 300 #A003	SS300A03	G07760	177124041602
SHIP SHOAL 300 #A004	SS300A04	G07760	177124043100
SHIP SHOAL 300 #A005	SS300A05	G07760	177124053600
SHIP SHOAL 300 #A006	SS300A06	G07760	177124053700
SHIP SHOAL 300 #B001	SS300B01	G07760	177124044100
SHIP SHOAL 300 #B002	SS300B02	G07760	177124044800
SHIP SHOAL 300 #B003	SS300B03	G07760	177124045600
SHIP SHOAL 300 #B004	SS300B04	G07760	177124045700
SHIP SHOAL 300 #B005	SS300B05	G07760	177124045900
SHIP SHOAL 315 #A001	SS315A01	G09631	177124046901
SHIP SHOAL 315 #A003	SS315A03	G09631	177124047402
SHIP SHOAL206#E001(SS207E1	SS207E0100	G01523	177114115500
SOUTH MARSH IS 066 #C001	SM066C0100	G01198	177070041200
SOUTH MARSH IS 066 #C002	SM066C0200	G01198	177070049000
SOUTH MARSH IS 066 #C003	SM066C0300	G01198	177074005800
SOUTH MARSH IS 066 #C004	SM066C0400	G01198	177070050000
SOUTH MARSH IS 066 #C005	SM066C0500	G01198	177070050700
SOUTH MARSH IS 066 #C006	SM066C0600	G01198	177072018700
SOUTH MARSH IS 066 #C007	SM066C0700	G01198	177070052800
SOUTH MARSH IS 066 #C009B	SM066C09B0	G01198	177072001200
SOUTH MARSH IS 066 #C011	SM066C1100	G01198	177074072900
SOUTH MARSH IS 066 #C012	SM066C1200	G01198	177074073500
SOUTH MARSH IS 066 #D001	SM066D0100	G01198	177074025400
SOUTH MARSH IS 066 #D003	SM066D0300	G01198	177074029000
SOUTH MARSH IS 066 #D004	SM066D0400	G01198	177074032000
SOUTH MARSH IS 066 #D005	SM066D0500	G01198	177074032600
SOUTH MARSH IS 066 #D006 ST	SM066D0601	G01198	177074031201
SOUTH MARSH IS 066 #D007 ST1BP	SM066D0701	G01198	177074027401
SOUTH MARSH IS 087 #A002	SM087A02	G24870	177084092201
SOUTH MARSH IS 087 #A004	SM087A04	G24870	177084093704
SOUTH MARSH IS 087 #A005	SM087A05	G24870	177084093802
SOUTH MARSH IS 087 #I002	SM087I02	G24870	177064097900
SOUTH MARSH IS 102 #A001	SM102A01	G24872	177084091200
SOUTH MARSH IS 102 #A006	SM102A06	G24872	177084094101
SOUTH MARSH IS 132 #B002	SM132B0200	G02282	177084031800
SOUTH MARSH IS 132 #B003 ST1	SM132B0301	G02282	177084031601
SOUTH MARSH IS 132 #B004	SM132B0400	G02282	177084033000
SOUTH MARSH IS 132 #B005	SM132B0500	G02282	177084033500

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH MARSH IS 132 #B006	SM132B0600	G02282	177084033900
SOUTH MARSH IS 132 #B007	SM132B0700	G02282	177084034100
SOUTH MARSH IS 132 #B008	SM132B0800	G02282	177084035500
SOUTH MARSH IS 132 #B009	SM132B0900	G02282	177084036200
SOUTH MARSH IS 132 #B010	SM132B1000	G02282	177084036500
SOUTH MARSH IS 132 #B011	SM132B1100	G02282	177084037800
SOUTH MARSH IS 135 #C003 BP1	SM135C0301	G19776	177084089401
SOUTH MARSH IS 136 #A004	SM136A0400	G02588	177084021900
SOUTH MARSH IS 136 #A008	SM136A08	G02588	177084032401
SOUTH MARSH IS 136 #A010	SM136A1000	G02588	177084035700
SOUTH MARSH IS 136 #A015	SM136A1500	G02588	177084071200
SOUTH MARSH IS 136 #C007	SM136C0700	G02588	177084091900
SOUTH MARSH IS 137 #A001	SM137A0100	G02589	177084007700
SOUTH MARSH IS 137 #A003	SM137A0300	G02589	177084020400
SOUTH MARSH IS 137 #A005	SM137A0500	G02589	177084024100
SOUTH MARSH IS 137 #A009	SM137A0900	G02589	177084034600
SOUTH MARSH IS 137 #A011 ST1	SM137A1101	G02589	177084030201
SOUTH MARSH IS 137 #A012	SM137A1200	G02589	177084040400
SOUTH MARSH IS 137 #A013	SM137A1300	G02589	177084042900
SOUTH MARSH IS 137 #A014	SM137A1400	G02589	177084045000
SOUTH MARSH IS 137 #A018	SM137A1800	G02589	177084072800
SOUTH MARSH IS 139 #B001	SM139B01	G21106	177084092300
SOUTH MARSH IS 139 #B002	SM139B02	G21106	177084093501
SOUTH MARSH IS 142 #A001	SM142A01	G01216	177084014100
SOUTH MARSH IS 142 #A002	SM142A02	G01216	177084014800
SOUTH MARSH IS 142 #A003	SM142A03	G01216	177084016500
SOUTH MARSH IS 142 #A004	SM142A04	G01216	177084017900
SOUTH MARSH IS 142 #A005	SM142A05	G01216	177084019200
SOUTH MARSH IS 142 #A006	SM142A06	G01216	177084020300
SOUTH MARSH IS 142 #A007	SM142A07	G01216	177084021000
SOUTH MARSH IS 142 #A008	SM143A08	G01216	177084023000
SOUTH MARSH IS 142 #A009	SM142A09	G01216	177084026300
SOUTH MARSH IS 142 #A010	SM142A10	G01216	177084077000
SOUTH MARSH IS 142 #A011	SM142A11	G01216	177084091100
SOUTH MARSH IS 142 #C001	SM142C01	G01216	177084082900
SOUTH MARSH IS 142 #C002	SM142C02	G01216	177084084201
SOUTH MARSH IS 142 #C003	SM142C03	G01216	177084085000
SOUTH MARSH IS 142 #C004	SM142C04	G01216	177084085400
SOUTH MARSH IS 142 #C005	SM142C05	G01216	177084091301
SOUTH MARSH IS 146 #A008	SM146A08	G09546	177084077102
SOUTH MARSH IS 150 #C006 BP2	SM150C0600	G16325	177084091802
SOUTH MARSH IS 150 #D003	SM150D0301	G16325	177084096401
SOUTH MARSH IS 268 #A002C	SM268A02C0	G02310	177074007600
SOUTH MARSH IS 268 #A007A	SM268A07A0	G02310	177074013600
SOUTH MARSH IS 268 #A017B	SM268A17B0	G02310	177074016800
SOUTH MARSH IS 268 #D001	SM268D0100	G02310	177074020600
SOUTH MARSH IS 268 #D003D	SM268D03D0	G02310	177074021600
SOUTH MARSH IS 268 #D004	SM268D0400	G02310	177074022500
SOUTH MARSH IS 268 #D006	SM268D0600	G02310	177074024700
SOUTH MARSH IS 268 #D007	SM268D0700	G02310	177074025700
SOUTH MARSH IS 268 #D012	SM268D1200	G02310	177074028700



Asset Name	FWE Acct. Code	Lease Number	API
SOUTH MARSH IS 268 #D016D	SM268D16D1	G02310	177074029901
SOUTH MARSH IS 269 #A021B	SM269A21B0	G02311	177074018100
SOUTH MARSH IS 269 #B002	SM269B0200	G02311	177074008100
SOUTH MARSH IS 269 #B017 ST1	SM269B1701	G02311	177074075701
SOUTH MARSH IS 269 #B019 BP1	SM269B1901	G02311	177074088501
SOUTH MARSH IS 269 #F001 ST1	SM269F0101	G02311	177074080401
SOUTH MARSH IS 280 #G001	SM280G0100	G14456	177074071400
SOUTH MARSH IS 280 #G002	SM280G0200	G14456	177074080700
SOUTH MARSH IS 280 #H001 ST1	SM280H0102	G14456	177074081802
SOUTH MARSH IS 280 #H002 STB	SM280H0203	G14456	177074082303
SOUTH MARSH IS 281 #C001	SM281C0100	G02600	177074012500
SOUTH MARSH IS 281 #C003A	SM281C03A0	G02600	177074013900
SOUTH MARSH IS 281 #C005A	SM281C05A0	G02600	177074015300
SOUTH MARSH IS 281 #C006	SM281C0600	G02600	177074015800
SOUTH MARSH IS 281 #C008 ST1	SM281C0801	G02600	177074017701
SOUTH MARSH IS 281 #C010 ST	SM281C1001	G02600	177074020701
SOUTH MARSH IS 281 #C011 ST1	SM281C1101	G02600	177074022401
SOUTH MARSH IS 281 #C012A	SM281C12A0	G02600	177074024100
SOUTH MARSH IS 281 #C014 ST	SM281C1401	G02600	177074026901
SOUTH MARSH IS 281 #C016C	SM281C16C0	G02600	177074029600
SOUTH MARSH IS 281 #C017	SM281C1700	G02600	177074030500
SOUTH MARSH IS 281 #C019B	SM281C19B0	G02600	177074034400
SOUTH MARSH IS 281 #C020 ST1	SM281C2001	G02600	177074034901
SOUTH MARSH IS 281 #C021B	SM281C21B0	G02600	177074035500
SOUTH MARSH IS 281 #C023 ST2	SM281C2302	G02600	177074036802
SOUTH MARSH IS 281 #C024	SM281C2400	G02600	177074037300
SOUTH MARSH IS 281 #C025	SM281C2500	G02600	177074083500
SOUTH MARSH IS 281 #C026	SM281C2600	G02600	177074083700
SOUTH MARSH IS 281 #C027	SM281C2700	G02600	177074085200
SOUTH MARSH IS 281 #C028 BP2	SM281C2802	G02600	177074089402
SOUTH MARSH IS 281 #D002	SM281D0200	G02600	177074021100
SOUTH MARSH IS 281 #D009	SM281D0900	G02600	177074027100
SOUTH MARSH IS 281 #D010A	SM281D10A0	G02600	177074027500
SOUTH MARSH IS 281 #D011	SM281D1100	G02600	177074028000
SOUTH MARSH IS 281 #D013	SM281D1300	G02600	177074029100
SOUTH MARSH IS 281 #D014A	SM281D14A0	G02600	177074029700
SOUTH MARSH IS 281 #D05A	SM281D05A0	G02600	177074023200
SOUTH MARSH IS 281 #D08A	SM281D08A0	G02600	177074026600
SOUTH MARSH IS 281 #E001D	SM281E01D0	G02600	177074018500
SOUTH MARSH IS 281 #E002A	SM281E02A0	G02600	177074024600
SOUTH MARSH IS 281 #E003	SM281E0300	G02600	177074027800
SOUTH MARSH IS 281 #E004	SM281E0400	G02600	177074028500
SOUTH MARSH IS 281 #E005A	SM281E05A0	G02600	177074029300
SOUTH MARSH IS 281 #E006	SM281E0601	G02600	177074030101
SOUTH MARSH IS 281 #E007	SM281E0700	G02600	177074031600
SOUTH MARSH IS 281 #E008A	SM281E08A1	G02600	177074033101
SOUTH MARSH IS 281 #E009A	SM281E09A0	G02600	177074033800
SOUTH MARSH IS 281 #E010A	SM281E10A0	G02600	177074034800
SOUTH MARSH IS 281 #E011 ST	SM281E1101	G02600	177074035601
SOUTH MARSH IS 281 #E012	SM281E1200	G02600	177074036000
SOUTH MARSH IS 281 #E013	SM281E1300	G02600	177074036600

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH MARSH IS 281 #E014	SM281E1400	G02600	177074038600
SOUTH MARSH IS 281 #I001	SM281I0101	G02600	177074082601
SOUTH MARSH IS 281 #I002 ST1	SM281I0201	G02600	177074082701
SOUTH MARSH IS 281 #I003	SM281I0300	G02600	177074082800
SOUTH PASS 017 #A023	SP017A23	G02938	177212022601
SOUTH PASS 017 #D006	SP017D06	G02938	177214012901
SOUTH PASS 017 #D009	SP017D09	G02938	177214013303
SOUTH PASS 017 #D029	SP017D29	G02938	177214012203
SOUTH PASS 017 #D032	SP017D32	G02938	177214030101
SOUTH PASS 017 #E004	SP017E04	G02938	177214020300
SOUTH PASS 017 #E006	SP017E06	G02938	177214020101
SOUTH PASS 017 #G016	SP017G16	G02938	177214035501
SOUTH PASS 017 #G026	SP017G26	G02938	177214037203
SOUTH PASS 017 #G029	SP017G29	G02938	177214037504
SOUTH PASS 037 #003	SP03703	00697	177214045700
SOUTH PASS 042 SWD 1	SL301101	03011	UNKNOWN
SOUTH PASS 059 #A018	SP059A18	G01608	177234015204
SOUTH PASS 059 #C007	SP059C07	G02943	177212021402
SOUTH PASS 059 #C008	SP059C08	G01608	177212022502
SOUTH PASS 059 #C017	SP059C17	G02943	177212022802
SOUTH PASS 059 #C018	SP059C18	G02943	177212024601
SOUTH PASS 059 #C019	SP059C19	G01608	177214006906
SOUTH PASS 059 #C020	SP059C20	G02943	177214007004
SOUTH PASS 059 #C022	SP059C22	G02943	177214009002
SOUTH PASS 059 #C026	SP059C26	G02943	177214010400
SOUTH PASS 059 #C027	SP059C27	G02943	177214011302
SOUTH PASS 059 #C030	SP059C30	G01608	177214005703
SOUTH PASS 059 #C037	SP059C37	G02942	177212022701
SOUTH PASS 059 #C039	SP059C39	G02943	177214006201
SOUTH PASS 059 #C040	SP059C40	G01608	177214032304
SOUTH PASS 059 #C041	SP059C41	G02942	177214032602
SOUTH PASS 059 #C042	SP059C42	G02943	177214039603
SOUTH PASS 059 #D023	SP059D23	G02942	177214017802
SOUTH PASS 059 #D025	SP059D25	G02943	177214018403
SOUTH PASS 059 #D026	SP059D26	G02942	177214019302
SOUTH PASS 059 #D027	SP059D27	G02942	177214020500
SOUTH PASS 059 #D033	SP059D33	G02942	177214031102
SOUTH PASS 059 #D034	SP059D34	G02943	177214030901
SOUTH PASS 059 #G002	SP059G02	G02943	177214033500
SOUTH PASS 059 #G005	SP059G05	G02943	177214034000
SOUTH PASS 059 #G012	SP059G12	G02943	177214035100
SOUTH PASS 059 #G018	SP059G18	G02943	177214035601
SOUTH PASS 059 #G020	SP059G20	G02943	177214036101
SOUTH PASS 060 #A003	SP060A03	G02137	177214001501
SOUTH PASS 060 #A004	SP060A04	G02137	177214001601
SOUTH PASS 060 #A005	SP060A05	G02137	177212012400
SOUTH PASS 060 #A006	SP060A06	G02137	177214001801
SOUTH PASS 060 #A007	SP060A07	G02137	177212012700
SOUTH PASS 060 #A009	SP060A09	G02137	177212014702
SOUTH PASS 060 #A010	SP060A10	G02137	177214002902
SOUTH PASS 060 #A012	SP060A12	G02137	177212017600

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH PASS 060 #A013	SP060A13	G01608	177214004000
SOUTH PASS 060 #A017	SP060A17	G01608	177214004901
SOUTH PASS 060 #A018	SP060A18	G02137	177212020600
SOUTH PASS 060 #A019	SP060A19	G02137	177212020802
SOUTH PASS 060 #A021	SP060A21	G02137	177212022201
SOUTH PASS 060 #A025	SP060A25	G02938	177212024501
SOUTH PASS 060 #A028	SP060A28	G02137	177212025003
SOUTH PASS 060 #A029	SP060A29	G01608	177214008101
SOUTH PASS 060 #A031	SP060A31	G01608	177214007106
SOUTH PASS 060 #A032	SP060A32	G01608	177212018702
SOUTH PASS 060 #A033	SP060A33	G02137	177214001303
SOUTH PASS 060 #A034	SP060A34	G01608	177212017501
SOUTH PASS 060 #A035	SP060A35	G02137	177212019302
SOUTH PASS 060 #A036	SP060A36	G01608	177214001202
SOUTH PASS 060 #A037	SP060A37	G02137	177212013701
SOUTH PASS 060 #B001	SP060B01	G01608	177214002001
SOUTH PASS 060 #B003	SP060B03	G01608	177214002302
SOUTH PASS 060 #B004	SP060B04	G02137	177214002402
SOUTH PASS 060 #B006	SP060B06	G01608	177214003001
SOUTH PASS 060 #B007	SP060B07	G01608	177214003601
SOUTH PASS 060 #B008	SP060B08	G01608	177214003701
SOUTH PASS 060 #B012	SP060B12	G01608	177214004202
SOUTH PASS 060 #B013	SP060B13	G01608	177214003904
SOUTH PASS 060 #B014	SP060B14	G01608	177214004403
SOUTH PASS 060 #B015	SP060B15	G01608	177214004502
SOUTH PASS 060 #B017	SP060B17	G01608	177214004703
SOUTH PASS 060 #B020	SP060B20	G01608	177214005101
SOUTH PASS 060 #B021	SP060B21	G01608	177214002502
SOUTH PASS 060 #B022	SP060B22	G01608	177214004106
SOUTH PASS 060 #B026	SP060B26	G01608	177214005003
SOUTH PASS 060 #C006	SP060C06	G02137	177212021100
SOUTH PASS 060 #C023	SP060C23	G02137	177214009200
SOUTH PASS 060 #C031	SP060C31	G02137	177214011806
SOUTH PASS 060 #C038	SP060C38	G01608	177214005502
SOUTH PASS 060 #D002	SP060D02	G02137	177214011601
SOUTH PASS 060 #D010	SP060D10	G02137	177214013902
SOUTH PASS 060 #D012	SP060D12	G02137	177214014301
SOUTH PASS 060 #D014	SP060D14	G01608	177214014401
SOUTH PASS 060 #D015	SP060D15	G01608	177214015102
SOUTH PASS 060 #D016	SP060D16	G02137	177214016101
SOUTH PASS 060 #D017	SP060D17	G02137	177214016202
SOUTH PASS 060 #D018	SP060D18	G02137	177214016501
SOUTH PASS 060 #D021	SP060D21	G02137	177214016703
SOUTH PASS 060 #D022	SP060D22	G02137	177214015802
SOUTH PASS 060 #D024	SP060D24	G02137	177214018200
SOUTH PASS 060 #D025	SP060D25	G02137	177214038901
SOUTH PASS 060 #D031	SP060D31	G02137	177214028901
SOUTH PASS 060 #D035	SP060D35	G02137	177214022703
SOUTH PASS 060 #E001	SP060E01	G01608	177214019202
SOUTH PASS 060 #E002	SP060E02	G01608	177214021602
SOUTH PASS 060 #E003	SP060E03	G01608	177214022201

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH PASS 060 #E005	SP060E05	G01608	177214022902
SOUTH PASS 060 #E008	SP060E08	G01608	177214023900
SOUTH PASS 060 #E009	SP060E09	G01608	177214024405
SOUTH PASS 060 #E011	SP060E11	G01608	177214027500
SOUTH PASS 060 #E012	SP060E12	G01608	177214025100
SOUTH PASS 060 #E013	SP060E13	G01608	177214025601
SOUTH PASS 060 #E014	SP060E14	G01608	177214025903
SOUTH PASS 060 #E015	SP060E15	G01608	177214026300
SOUTH PASS 060 #E016	SP060E16	G01608	177214026603
SOUTH PASS 060 #E019	SP060E19	G01608	177214027400
SOUTH PASS 060 #E021	SP060E21	G01608	177214027802
SOUTH PASS 060 #E022	SP060E22	G02137	177214028700
SOUTH PASS 060 #E023	SP060E23	G01608	177214029302
SOUTH PASS 060 #E024	SP060E24	G01608	177214029403
SOUTH PASS 060 #E025	SP060E25	G01608	177214031301
SOUTH PASS 060 #E026	SP060E26	G01608	177214031501
SOUTH PASS 060 #E028	SP060E28	G01608	177214032201
SOUTH PASS 060 #G001	SP060G01	G02137	177214032901
SOUTH PASS 060 #G003	SP060G03	G02137	177214033400
SOUTH PASS 060 #G004	SP060G04	G02137	177214033700
SOUTH PASS 060 #G006	SP060G06	G02137	177214033801
SOUTH PASS 060 #G007	SP060G07	G01608	177214034102
SOUTH PASS 060 #G008	SP060G08	G02137	177214034200
SOUTH PASS 060 #G009	SP060G09	G01608	177214034600
SOUTH PASS 060 #G010	SP060G10	G02137	177214034900
SOUTH PASS 060 #G011	SP060G11	G01608	177214035000
SOUTH PASS 060 #G013	SP060G13	G01608	177214034803
SOUTH PASS 060 #G014	SP060G14	G02137	177214035301
SOUTH PASS 060 #G015	SP060G15	G02137	177214035404
SOUTH PASS 060 #G017	SP060G17	G01608	177214035701
SOUTH PASS 060 #G019	SP060G19	G02137	177214035903
SOUTH PASS 060 #G021	SP060G21	G02137	177214036201
SOUTH PASS 060 #G022	SP060G22	G01608	177214036501
SOUTH PASS 060 #G023	SP060G23	G01608	177214036700
SOUTH PASS 060 #G024	SP060G24	G01608	177214036900
SOUTH PASS 060 #G025	SP060G25	G02137	177214037001
SOUTH PASS 060 #G027	SP060G27	G01608	177214037100
SOUTH PASS 060 #G028	SP060G28	G01608	177214037301
SOUTH PASS 060 #G031	SP060G31	G02137	177214038101
SOUTH PASS 060 #G032	SP060G32	G02137	177214038302
SOUTH PASS 060 #G033	SP060G33	G01608	177214037700
SOUTH PASS 060 #G034	SP060G34	G02137	177214038901
SOUTH PASS 060 #G035	SP060G35	G02137	177214039200
SOUTH PASS 060 #G036	SP060G36	G02137	177214039301
SOUTH PASS 061 #B018	SP061B18	G01609	177214004802
SOUTH PASS 061 #E029	SP061E29	G01609	177214031802
SOUTH PASS 066 #A012	SP066A1200	G01611	177234011401
SOUTH PASS 066 #A015	SP066A15	G01611	177234011702
SOUTH PASS 066 #C001	SP066C0100	G01611	177212019402
SOUTH PASS 066 #C013	SP066C1300	G01611	177214005803
SOUTH PASS 066 #C021	SP066C2100	G01611	177214008303

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH PASS 066 #C025	SP066C2500	G01611	177214010301
SOUTH PASS 066 #C029	SP066C29	G01611	177214012702
SOUTH PASS 066 #C036	SP066C3600	G01611	177214005305
SOUTH PASS 067 #A001	SP067A01	G01612	177234010501
SOUTH PASS 067 #A004	SP067A04	G01612	177234010603
SOUTH PASS 067 #A005	SP067A05	G01612	177234010702
SOUTH PASS 067 #A008	SP067A08	G01612	177234010901
SOUTH PASS 067 #A009	SP067A09	G01612	177234011001
SOUTH PASS 067 #A010	SP067A10	G01612	177234011100
SOUTH PASS 067 #A011	SP067A11	G01612	177234011200
SOUTH PASS 067 #A013	SP067A13	G01612	177234011502
SOUTH PASS 067 #A014	SP067A14	G01612	177234011601
SOUTH PASS 067 #A016	SP067A16	G01612	177234015101
SOUTH PASS 067 #A019	SP067A19	G01612	177234015700
SOUTH PASS 067 #A020	SP067A20	G01612	177234015301
SOUTH PASS 067 #A021	SP067A21	G01612	177234015600
SOUTH PASS 067 #A022	SP067A22	G01612	177234015900
SOUTH PASS 067 #A023	SP067A23	G01612	177234015801
SOUTH PASS 067 #A024	SP067A24	G01612	177234016000
SOUTH PASS 067 #A025	SP067A25	G01612	177234017400
SOUTH PELTO 013 #009	PL01300900	G03171	177134019701
SOUTH TIMBALIER 195 #B001	ST195B01	G03593	177154091400
SOUTH TIMBALIER 195 #B002	ST195B02	G03593	177154092500
SOUTH TIMBALIER 195 #B003	ST195B03	G03593	177154117901
SOUTH TIMBALIER 315 #A003	ST315A03	G23946	177164029004
SOUTH TIMBALIER 316 #A001	ST316A0100	G22762	177164028600
SOUTH TIMBALIER 316 #A002	ST316A0200	G22762	177164028800
STATE TRACT 773 #L001 (NW/4)	ST773L1N	111650	427023021000
STATE TRACT 773 #L001 (SW/4)	ST773L1S	136449	426023016700
STATE TRACT 773 #L002	ST773L2	115727	427023021800
STATE TRACT 773 #L003	ST773L3	114988	427023022000
VERMILION 196 #A001	VR196A01	G19760	177054112300
VERMILION 196 #A002	VR196A02	G19760	177054116700
VERMILION 196 #A004	VR196A04	G19760	177054127900
VERMILION 207 #A003	VR207A03	G19761	177054117600
VERMILION 261 #A001	VR261A0100	G03328	177064029000
VERMILION 261 #A002	VR261A0200	G03328	177064033000
VERMILION 261 #A004	VR261A0402	G03328	177064032902
VERMILION 261 #A005	VR261A0500	G03328	177064034600
VERMILION 261 #A007	VR261A0700	G03328	177064035400
VERMILION 261 #A008	VR261A0800	G03328	177064084900
VERMILION 262 #A006	VR262A06	G34257	177064035201
VERMILION 272 #A001	VR272A01	G23829	177064091300
VERMILION 272 #A002	VR272A02	G23829	177064091400
VERMILION 272 #A003	VR272A03	G23829	177084093603
VERMILION 272 #A004	VR272A04	G23829	177064091602
VERMILION 272 #A005	VR272A05	G23829	177064091700
VERMILION 272 #A006	VR272A06	G23829	177064096100
VERMILION 272 #A007	VR272A07	G23829	177064096200
VERMILION 272 #B001	VR272B01	G23829	177064091800
VERMILION 272 #B002	VR272B02	G23829	177064092502

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VERMILION 272 #C001	VR272C01	G23829	177064096001
VERMILION 273 #B003	VR273B03	G14412	177064092600
VERMILION 279 #A001	VR279A01	G11881	177064074701
VERMILION 279 #A002	VR279A02	G11881	177064075701
VERMILION 279 #A003	VR279A03	G11881	177064076601
VERMILION 279 #A004	VR279A04	G11881	177064087600
VERMILION 279 #A005	VR279A05	G11881	177064075802
VERMILION 279 #A006	VR279A06	G11881	177064079900
VERMILION 279 #A007	VR279A07	G11881	177064078800
VERMILION 279 #A008	VR279A08	G11881	177064079600
VERMILION 279 #A009	VR279A09	G11881	177064080400
VERMILION 279 #A010	VR279A10	G11881	177064080700
VERMILION 279 #A011	VR279A11	G11881	177064080802
VERMILION 279 #A012	VR279A12	G11881	177064087100
VERMILION 313 #B001	VR313B01	G01172	177064028100
VERMILION 313 #B002	VR313B02	G01172	177064029700
VERMILION 313 #B003	VR313B03	G01172	177064030100
VERMILION 313 #B005	VR313B05	G01172	177064032800
VERMILION 313 #B006	VR313B06	G01172	177064031900
VERMILION 313 #B007	VR313B07	G01172	177064032700
VERMILION 313 #B009	VR313B09	G01172	177064033801
VERMILION 313 #B010	VR313B10	G01172	177064035700
VERMILION 313 #B011	VR313B11	G01172	177064037100
VERMILION 313 #B012	VR313B12	G01172	177064036200
VERMILION 313 #C001	VR313C01	G01172	177064071700
VERMILION 313 #C002	VR313C02	G01172	177064071900
VERMILION 313 #C003	VR313C03	G01172	177064072200
VERMILION 313 #C004	VR313C04	G01172	177064072000
VERMILION 313 #D001	VR313D01	G01172	177064090000
VERMILION 313 #D002	VR313D02	G01172	177064090201
VERMILION 313 #D003	VR313D03	G01172	177064090300
VERMILION 313 #D004	VR313D04	G01172	177064090501
VERMILION 313 #D005	VR313D05	G01172	177064090701
VERMILION 408 #A001	VR408A01	G15212	177064084401
VERMILION 408 #A002	VR408A02	G15212	177064086600
VERMILION 408 #A003	VR408A03	G15212	177064089900
VIOSCA KNOLL 824 #004	VK82400402	G15436	608164032902
VIOSCA KNOLL 826 A-10 ST1	VK826A1001	G06888	608164032601
VIOSCA KNOLL 826 A-12 BP1	VK826A1201	G06888	608164038101
VIOSCA KNOLL 826 A-13	VK826A13	G06888	608164038200
VIOSCA KNOLL 826 A-14 ST1	VK826A1401	G06888	608164038001
VIOSCA KNOLL 826 A-3	VK826A03	G06888	608164022000
VIOSCA KNOLL 826 A-4	VK826A04	G06888	608164020500
VIOSCA KNOLL 826 A-5	VK826A05	G06888	608164022100
VIOSCA KNOLL 826 A-6	VK826A06	G06888	608164022200
VIOSCA KNOLL 826 A-7	VK826A07	G06888	608164023600
VIOSCA KNOLL 826 A-8	VK826A08	G06888	608164032400
VIOSCA KNOLL 826 A-9 ST1	VK826A0901	G06888	608164032501
VIOSCA KNOLL 826 A-1 ST	VK826A0101	G06888	608164019401
VIOSCA KNOLL 826 A-2	VK826A02	G06888	608164021900
VIOSCA KNOLL 826 SS12	VK826SS012	G06888	608164035800



Asset Name	FWE Acct. Code	Lease Number	API
VIOSCA KNOLL 917 SS01 ST2	VK917SS102	G15441	608164040002
VIOSCA KNOLL 962 SS01	VK962SS01	G15445	608164039901
WEST CAMERON 009 #001 SL 18287	SL1828701	18287	177002025000
WEST CAMERON 065 #B018	WC065B1800	G02825	177004098900
WEST CAMERON 065 #B019	WC065B1901	G02825	177004099501
WEST CAMERON 065 #B020 ST2	WC065B2001	G02825	177004099701
WEST CAMERON 066 #A017	WC066A1700	G02826	177004100600
WEST CAMERON 066 #B002	WC066B0200	G02826	177004017600
WEST CAMERON 066 #B003	WC066B0300	G02826	177004017800
WEST CAMERON 066 #B004	WC066B0400	G02826	177004018300
WEST CAMERON 066 #B006	WC066B0600	G02826	177004019100
WEST CAMERON 066 #B007	WC066B0700	G02826	177004019600
WEST CAMERON 066 #B008D	WC066B08D0	G02826	177004020400
WEST CAMERON 066 #B009	WC066B0900	G02826	177004020801
WEST CAMERON 066 #B010	WC066B1000	G02826	177004021400
WEST CAMERON 066 #B012	WC066B1200	G02826	177004023000
WEST CAMERON 066 #B014	WC066B1401	G02826	177004022001
WEST CAMERON 066 #B015	WC066B1500	G02826	177004087600
WEST CAMERON 066 #B016	WC066B1601	G02826	177004097101
WEST CAMERON 066 #B017	WC066B1700	G02826	177004098700
WEST CAMERON 066 #E001	WC066E0100	G02826	177004034700
WEST CAMERON 066 #E002	WC066E0200	G02826	177004043400
WEST CAMERON 066 #E003	WC066E0300	G02826	177004047900
WEST CAMERON 066 #E004	WC066E0400	G02826	177004051500
WEST CAMERON 072 #001	WC07200100	G23735	177004114900
WEST CAMERON 072 #002	WC07200200	G23735	177004119400
WEST CAMERON 072 #003	WC07200301	G23735	177004125001
WEST CAMERON 295 #A001	WC295A0101	G24730	177014037501
WEST CAMERON 295 #A002	WC295A0201	G24730	177014039001
WEST CAMERON 485 #A001	WC485A01	G02220	177024010002
WEST CAMERON 485 #A010	WC485A10	G02220	177024117800
WEST CAMERON 485 #A011	WC485A11	G02220	177024118300
WEST CAMERON 485 #B006	WC485B06	G02220	177024108300
WEST CAMERON 498 #B001	WC498B01	G03520	177024106500
WEST CAMERON 498 #B002	WC498B02	G03520	177024106901
WEST CAMERON 498 #B003	WC498B03	G03520	177024109002
WEST CAMERON 498 #B004	WC498B04	G03520	177024109400
WEST CAMERON 498 #B005	WC498B05	G03520	177024116001
WEST CAMERON 498 #B006	WC498B06	G03520	177024116100
WEST CAMERON 498 #B007	WC498B07	G03520	177024116200
WEST CAMERON 498 #B008	WC498B08	G03520	177024118801
WEST CAMERON 498 #B009	WC498B09	G03520	177024120201
WEST CAMERON 498 #B010	WC498B10	G03520	177024121000
WEST CAMERON 498 #B011	WC498B11	G03520	177024131700
WEST CAMERON 507 #A002	WC507A02	G02549	177024018200
WEST CAMERON 507 #A003	WC507A03	G02549	177024020101
WEST CAMERON 507 #A004	WC507A04	G10594	177024023002
WEST CAMERON 507 #A005	WC507A05	G02549	177024023500
WEST CAMERON 507 #A006	WC507A06	G02549	177024024902
WEST CAMERON 507 #A007	WC507A07	G02549	177024094900
WEST CAMERON 507 #A008	WC507A08	G02549	177024094400

Asset Name	FWE Acct. Code	Lease Number	API
WEST CAMERON 507 #A009	WC507A09	G02549	177024094700
WEST CAMERON 507 #B001	WC507B01	G02549	177024098304
WEST CAMERON 507 #B002	WC507B02	G02549	177024099001
WEST CAMERON 507 #B003	WC507B03	G02549	177024100201
WEST CAMERON 507 #B004	WC507B04	G02549	177024108202
WEST CAMERON 507 #B005	WC507B05	G02549	177024101200
WEST CAMERON 507 #C001	WC507C01	G02549	177024130300
WEST CAMERON 67 #D1	WC067D0100	G03256	177004031600
WEST CAMERON 67 #D10	-	G03256	177004098501
WEST CAMERON 67 #D6	-	G03256	177004040700
WEST CAMERON 67 #D9	WC067D0900	G03256	177004078600
WEST DELTA 027 #008	WD02708	G04473	177194065801

Asset Name	FWE Acct. Code	Lease Number	Area/Block	WI
BRAZOS A-105 P/F-A	BAA105PFA	G01757	BAA105	87.5%
BRAZOS A-105 P/F-B	BAA105PFB	G01757	BAA105	87.5%
BRAZOS A-133 P/F-A	BAA133APLT	G02665	BAA133	25.0%
BRAZOS A-133 P/F-B	BAA133BPLT	G02665	BAA133	25.0%
BRAZOS A-133 P/F-C-AUX	BAA133CAUX	G02665	BAA133	25.0%
BRAZOS A-133 P/F-D	BAA133DPLT	G02665	BAA133	25.0%
BRAZOS A-133 P/F-E	BAA133EPLT	G02665	BAA133	25.0%
EAST BREAKS 159 P/F-A	EB159PFA	G02646	EB159	66.7%
EAST BREAKS 160 P/F-A	EB160PFA	G02647	EB160	100.0%
EAST BREAKS 165 P/F-A	EB165PFA	G06280	EB165	100.0%
EAST CAMERON 330 P/F-B	EC330PFB	G03540	EC330	95.0%
EAST CAMERON 332 P/F-A	EC332PFA	G09478	EC332	90.4%
EAST CAMERON 349 P/F-A	EC349PFA	G14385	EC349	25.0%
EUGENE IS 032 #012 CAS P/F	EI032PF12	00196	EI032	23.7%
EUGENE IS 032 #016 CAS P/F	EI032PF16	00196	EI032	23.7%
EUGENE IS 032 #020 CAS P/F	EI032PF20	00196	EI032	23.7%
EUGENE IS 032 #029 CAS P/F	EI032PF29	00196	EI032	23.7%
EUGENE IS 032 #8 CAS P/F	EI032PF08	00196	EI032	23.7%
EUGENE IS 032 P/F-10	EI032PF10	00196	EI032	23.7%
EUGENE IS 032 P/F-22	EI032PF22	00196	EI032	23.7%
EUGENE IS 032 P/F-23	EI032PF23	00196	EI032	23.7%
EUGENE IS 032 P/F-24	EI032PF24	00196	EI032	23.7%
EUGENE IS 032 P/F-25	EI032PF25	00196	EI032	23.7%
EUGENE IS 032 P/F-26	EI032PF26	00196	EI032	23.7%
EUGENE IS 032 P/F-27	EI032PF27	00196	EI032	23.7%
EUGENE IS 032 P/F-28	EI032PF28	00196	EI032	23.7%
EUGENE IS 032 P/F-30	EI032PF30	00196	EI032	23.7%
EUGENE IS 032 P/F-5	EI032PF5	00196	EI032	23.7%
EUGENE IS 032 P/F-A	EI032PFA	00196	EI032	23.7%
EUGENE IS 032 P/F-A-PRD	EI032PFAPR	00196	EI032	23.7%
EUGENE IS 032 P/F-A-QRT	EI032PFAQR	00196	EI032	23.7%
EUGENE IS 032 P/F-A-TNK	EI032PFATN	00196	EI032	23.7%
EUGENE IS 032 P/F-E	EI032PFE	00196	EI032	23.7%
EUGENE IS 032 P/F-E-PRD	EI032PFEPR	00196	EI032	23.7%
EUGENE IS 032 P/F-F-CMP	EI032PFFCM	00196	EI032	23.7%
EUGENE IS 032 P/F-F-PROD	EI032PFFPR	00196	EI032	23.7%
EUGENE IS 032 P/F-F-TANK	EI032PFFTN	00196	EI032	23.7%
EUGENE IS 032 P/F-F-TRT	EI032PFFTR	00196	EI032	23.7%
EUGENE IS 032 P/F-GM-VALVE	EI032PFGMV	00196	EI032	23.7%
EUGENE IS 032 P/F-H	EI032PFH	00196	EI032	23.7%
EUGENE IS 053 P/F-10	EI5310CAS	00479	EI053	0.0%
EUGENE IS 053 P/F-12	EI5312CAS	00479	EI053	0.0%
EUGENE IS 053 P/F-8	EI538CAS	00479	EI053	11.1%
EUGENE IS 053 P/F-9	EI539PLT	00479	EI053	11.1%
EUGENE IS 053 P/F-B	EI53BPLT	00479	EI053	11.1%
EUGENE IS 053 P/F-C	EI53CPLT	00479	EI053	5.6%

Asset Name	FWE Acct. Code	Lease Number	Area/Block	WI
EUGENE IS 053 P/F-D	EI53DCAS	00479	EI053	0.0%
EUGENE IS 053 P/F-G	EI53GCAS	00479	EI053	11.1%
EUGENE IS 063 P/F-A	EI063PFA	00425	EI062	140.0%
EUGENE IS 063 P/F-B	EI063PFB	00425	EI062	140.0%
EUGENE IS 063 P/F-C-QTR	EI063PFC	00425	EI062	140.0%
EUGENE IS 100 P/F-D-QTR	EI100PFD	00796	EI100	100.0%
EUGENE IS 175 P/F-C-PROD	EI175CPRD	438	EI175	25.0%
EUGENE IS 175 P/F-D	EI175DPLT	438	EI175	25.0%
EUGENE IS 175 P/F-F	EI175FPLT	438	EI175	25.0%
EUGENE IS 175 P/F-H	EI175HCAS	438	EI175	25.0%
EUGENE IS 175 P/F-I	EI175ICAS	438	EI175	25.0%
EUGENE IS 175 P/F-J	EI175JPLT	438	EI175	25.0%
EUGENE IS 296 P/F-B	EI296PFB	G01687M	EI 296	14.5%
EUGENE IS 307 P/F-A	EI307PFA	G02110	EI307	100.0%
EUGENE IS 307 P/F-B	EI307PFB	G02110	EI307	100.0%
EUGENE IS 312 P/F-D	EI312PFD	G22679	EI312	60.0%
EUGENE IS 330 P/F A C S	EI330ACSPF	G02115	EI330	0.0%
EUGENE IS 330 P/F-B	EI330BPLT	G02115	EI330	0.0%
EUGENE IS 330 P/F-D	EI330DPLT	G02115	EI330	0.0%
EUGENE IS 342 P/F-C	EI342CPLT	G02319	EI342	0.0%
GALVESTON 210 P/F-1	GA2101CAS	G25524	GA210	33.3%
GALVESTON 210 P/F-2	GA2102CAS	G25524	GA210	33.3%
GALVESTON 210 P/F-B	GA210BPLT	G25524	GA210	33.3%
GALVESTON A-155 P/F-A	GAA155PFA	G30654	GAA155	8.1%
HIGH ISLAND A-341 P/F-B	HIA341BPLT	G25605	HIA341	40.0%
HIGH ISLAND A-376 P/F-A	HIA376APLT	G02754	HIA376	51.2%
HIGH ISLAND A-376 P/F-B	HIA376BPLT	G02754	HIA376	51.2%
HIGH ISLAND A-376 P/F-C	HIA376CPLT	G02754	HIA376	51.2%
HIGH ISLAND A-382 P/F-F	HIA382FPLT	G02757	HIA382	27.6%
HIGH ISLAND A-474 P/F-A	HIA474PFA	G02366	HIA474	12.0%
HIGH ISLAND A-489 P/F-B	HIA489PFB	G02372	HIA489	12.0%
HIGH ISLAND A-550 P/F-A	HIA550PFA	G04081	HIA550	100.0%
HIGH ISLAND A-563 P/F-B	HIA563PFB	G02388	HIA563	2.7%
HIGH ISLAND A-573 P/F-A	HIA573APLT	G02393	HIA573	27.6%
HIGH ISLAND A-573 P/F-B	HIA573BPLT	G02393	HIA573	27.6%
HIGH ISLAND A-582 P/F-C	HIA582PFC	G02719	HIA582	3.0%
HIGH ISLAND A-582 P/F-D	HIA582PFD	G02719	HIA582	2.6%
HIGH ISLAND A-595 P/F-CF	HIA595CFPT	G02721	HIA595	27.6%
HIGH ISLAND A-595 P/F-D	HIA595DPLT	G02721	HIA595	27.6%
HIGH ISLAND A-596 P/F-E	HIA596EPLT	G02722	HIA596	27.6%
MAIN PASS 077 P/F-A	MP077PFA	G04481	MP077	73.8%
SHIP SHOAL 149 P/F-C	SS149PFC	434	SS149	3.0%
SHIP SHOAL 169 P/F-BB	SS169PFBB	00820	SS169	33.3%
SHIP SHOAL 169 P/F-C	SS169PFC	00820	SS169	33.3%
SHIP SHOAL 169 P/F-G	SS169PFG	00820	SS169	33.3%
SHIP SHOAL 177 P/F-7	SS177PF7	00590	SS177	25.0%

Asset Name	FWE Acct. Code	Lease Number	Area/Block	WI
SHIP SHOAL 177 P/F-A	SS177PFA	00590	SS177	25.0%
SHIP SHOAL 189 P/F-A	SS189APLT	G04232	SS189	0.0%
SHIP SHOAL 189 P/F-A	SS189APLT	G04232	SS189	1.0%
SHIP SHOAL 189 P/F-A	SS189APLT	G04232	SS189	1.0%
SHIP SHOAL 189 P/F-C	SS189PFC	G04232	SS189	0.0%
SHIP SHOAL 204 P/F-A	SS204APLT	G01520	SS204	20.9%
SHIP SHOAL 204 P/F-A	SS204APLT	G01520	SS204	0.2%
SHIP SHOAL 204 P/F-A-GEN	SS204AGEN	G01520	SS204	20.9%
SHIP SHOAL 204 P/F-A-GEN	SS204AGEN	G01520	SS204	0.2%
SHIP SHOAL 204 P/F-A-PROD	SS204APRD	G01520	SS204	20.9%
SHIP SHOAL 204 P/F-A-PROD	SS204APRD	G01520	SS204	0.2%
SHIP SHOAL 206 P/F-E	SS206EPLT	G01522	SS206	40.0%
SHIP SHOAL 207 P/F-A-CMP	SS207ACOMP	G01523	SS207	47.3%
SHIP SHOAL 207 P/F-A-CMP	SS207ACOMP	G01523	SS207	0.3%
SHIP SHOAL 207 P/F-A-DRILL	SS207ADRL	G01523	SS207	47.3%
SHIP SHOAL 207 P/F-A-DRILL	SS207ADRL	G01523	SS207	0.3%
SHIP SHOAL 207 P/F-A-MANTIS	SS207PFAMA	G01523	SS207	47.3%
SHIP SHOAL 207 P/F-A-MANTIS	SS207PFAMA	G01523	SS207	0.3%
SHIP SHOAL 207 P/F-A-PROD	SS207APRD	G01523	SS207	47.3%
SHIP SHOAL 207 P/F-A-PROD	SS207APRD	G01523	SS207	0.3%
SHIP SHOAL 207 P/F-D	SS207DPLT	G01523	SS207	47.0%
SHIP SHOAL 207 P/F-D	SS207DPLT	G01523	SS207	0.3%
SHIP SHOAL 207 P/F-DWPF	SS207PFDWP	G01523	SS207	19.8%
SHIP SHOAL 214 P/F-4	SS214PF4	00828	SS214	35.5%
SHIP SHOAL 214 P/F-E	SS214PFE	00828	SS214	35.5%
SHIP SHOAL 214 P/F-F	SS214PFF	00828	SS214	35.5%
SHIP SHOAL 214 P/F-H	SS214PFH	00828	SS214	35.5%
SHIP SHOAL 214 P/F-K	SS214PFK	00828	SS214	35.5%
SHIP SHOAL 214 P/F-L	SS214PFL	00828	SS214	35.5%
SHIP SHOAL 216 P/F-C	SS216CPLT	G01524	SS216	5.2%
SHIP SHOAL 216 P/F-C	SS216CPLT	G01524	SS216	0.3%
SHIP SHOAL 233 P/F-A	SS233PFA	G15293	SS233	33.8%
SHIP SHOAL 233 P/F-B	SS233PFB	G01528	SS233	33.8%
SHIP SHOAL 238 P/F-A	SS238PFA	G03169	SS238	34.5%
SHIP SHOAL 238 P/F-B	SS238PFB	G03169	SS238	34.5%
SHIP SHOAL 246 P/F-A	SS246PFA	G01027	SS246	78.7%
SHIP SHOAL 246 P/F-E	SS246PFE	G01027	SS246	78.7%
SHIP SHOAL 246 P/F-J	SS246PFJ	G01027	SS246	100.0%
SHIP SHOAL 247 P/F-F	SS247PFF	G01028	SS247	87.0%
SHIP SHOAL 248 P/F-D	SS248PFD	G01029	SS248	83.3%
SHIP SHOAL 248 P/F-G	SS248PFG	G01029	SS248	83.3%
SHIP SHOAL 253 P/F-C	SS253PFC	G01031	SS253	100.0%
SHIP SHOAL 253 P/F-D	SS253PFD	G01031	SS253	100.0%
SHIP SHOAL 253 P/F-E	SS253PFE	G01031	SS253	100.0%
SHIP SHOAL 253 P/F-F	SS253PFF	G01031	SS253	100.0%
SHIP SHOAL 291 P/F-A	SS291PFA	G02923	SS291	100.0%

Asset Name	FWE Acct. Code	Lease Number	Area/Block	WI
SHIP SHOAL 300 P/F-A	SS300PFA	G07760	SS300	24.3%
SHIP SHOAL 300 P/F-B	SS300PFB	G07760	SS300	21.8%
SHIP SHOAL 315 P/F-A	SS315PFA	G09631	SS315	25.0%
SOUTH MARSH IS 066 P/F-C	SM66CPLT	G01198	SM058	50.0%
SOUTH MARSH IS 066 P/F-D	SM66DPLT	G01198	SM066	50.0%
SOUTH MARSH IS 102 P/F-A	SM102PFA	G24872	SM102	100.0%
SOUTH MARSH IS 132 P/F-B	SM132BPLT	G02282	SM132	50.0%
SOUTH MARSH IS 137 P/F-A	SM137APLT	G02589	SM137	50.0%
SOUTH MARSH IS 142 P/F-A	SM142PFA	G01216	SM142	100.0%
SOUTH MARSH IS 142 P/F-C	SM142PFC	G01216	SM142	100.0%
SOUTH MARSH IS 146 P/F-B	SM146PFB	G09546	SM146	100.0%
SOUTH MARSH IS 147 P/F-A	SM147PFA	G06693	SM147	100.0%
SOUTH MARSH IS 268 P/F-A-DRL	SM268APLT	G02310	SM268	30.1%
SOUTH MARSH IS 268 P/F-A-DRL	SM268APLT	G02310	SM268	0.4%
SOUTH MARSH IS 268 P/F-A-PRD	SM268APRD	G02310	SM268	30.1%
SOUTH MARSH IS 268 P/F-A-PRD	SM268APRD	G02310	SM268	0.4%
SOUTH MARSH IS 268 P/F-D	SM268DPLT	G02310	SM268	30.1%
SOUTH MARSH IS 268 P/F-D	SM268DPLT	G02310	SM268	0.4%
SOUTH MARSH IS 269 P/F-B	SM269BPLT	G02311	SM269	26.8%
SOUTH MARSH IS 269 P/F-B	SM269BPLT	G02311	SM269	0.4%
SOUTH MARSH IS 269 P/F-F	SM269FCAS	G02311	SM269	11.9%
SOUTH MARSH IS 269 P/F-F	SM269FCAS	G02311	SM269	0.4%
SOUTH MARSH IS 280 P/F-G	SM280GPLT	G14456	SM280	0.0%
SOUTH MARSH IS 280 P/F-H	SM280HPLT	G14456	SM280	50.0%
SOUTH MARSH IS 280 P/F-I	SM280IPLT	G02600	SM280	41.2%
SOUTH MARSH IS 280 P/F-I	SM280IPLT	G02600	SM280	0.3%
SOUTH MARSH IS 281 P/F-C	SM281PFC	G02600	SM281	31.4%
SOUTH MARSH IS 281 P/F-C	SM281PFC	G02600	SM281	0.5%
SOUTH MARSH IS 281 P/F-E	SM281EPLT	G02600	SM281	31.4%
SOUTH MARSH IS 281 P/F-E	SM281EPLT	G02600	SM281	0.5%
SOUTH PASS 060 P/F-A	SP060PFA	G01608	SP060	100.0%
SOUTH PASS 060 P/F-B	SP060PFB	G01608	SP060	100.0%
SOUTH PASS 060 P/F-C	SP060PFC	G01608	SP060	100.0%
SOUTH PASS 060 P/F-D	SP60PFD	G01608	SP60P	100.0%
SOUTH PASS 060 P/F-E	SP060PFE	G01608	SP060	100.0%
SOUTH PASS 060 P/F-F	SP060PFF	G01608	SP060	100.0%
SOUTH PASS 060 P/F-G	SP60PFG	G01608	SP60P	100.0%
SOUTH PASS 067 P/F-A	SP067PFA	G01612	SP067	100.0%
SOUTH PELTO 013 P/F-7	PL013PF7	G03171	PL013	2.0%
SOUTH PELTO 013 P/F-9	PL013PF9	G03171	PL013	2.0%
SOUTH PELTO 013 P/F-A	PL013PFA	G03171	PL013	0.0%
SOUTH PELTO 013 P/F-B	PL013PFB	G03171	PL013	0.0%
SOUTH PELTO 013 P/F-S	PL013PFS	G03171	PL013	0.0%
SOUTH TIMBALIER 195 P/F-B	ST195PFB	G03593	ST195	100.0%
SOUTH TIMBALIER 316 P/F-A	ST316PFA	G22762	ST316	40.0%
VERMILION 196 P/F-A	VR196PFA	G19760	VR196	100.0%



Asset Name	FWE Acct. Code	Lease Number	Area/Block	WI
VERMILION 261 P/F-A	VR261APLT	G03328	VR261	25.0%
VERMILION 261 P/F-A-AUX	VR261AAUX	G03328	VR261	25.0%
VERMILION 272 P/F-A	VR272PFA	G23829	VR272	100.0%
VERMILION 272 P/F-B	VR272PFB	G23829	VR272	100.0%
VERMILION 272 P/F-C	VR272PFC	G23829	VR272	100.0%
VERMILION 313 P/F-B	VR313PFB	G01172	VR313	100.0%
VERMILION 313 P/F-C	VR313PFC	G01172	VR313	100.0%
VERMILION 313 P/F-D	VR313PFD	G01172	VR313	100.0%
VERMILION 408 P/F-A	VR408PF	G15212	VR408	0.331868
VIOSCA KNOLL 826 NEPTUNE SPAR	VK826NEP	G15441	VK826	100.0%
WEST CAMERON 065 P/F-8	WC065CAIS8	G02825	WC065	0.0%
WEST CAMERON 065 P/F-9	WC065CAIS9	G02825	WC065	0.0%
WEST CAMERON 065 P/F-JA	WC65JAPLT	G02825	WC065	0.0%
WEST CAMERON 065 P/F-JA-AUX	WC65JAAUX	G02825	WC065	0.0%
WEST CAMERON 066 P/F-B	WC066PFB	G02826	WC066	17.1%
WEST CAMERON 066 P/F-E	WC066PFE	G02826	WC066	25.0%
WEST CAMERON 072 P/F-1	WC072PF1	G23735	WC072	75.0%
WEST CAMERON 072 P/F-2	WC072PF2	G23735	WC072	75.0%
WEST CAMERON 072 P/F-3	WC072PF3	G23735	WC072	75.0%
WEST CAMERON 171 P/F-A	WC171PFA	G01997	WC171	21.2%
WEST CAMERON 171 P/F-A-AUX1	WC171PFAA1	G01997	WC171	21.2%

Exhibit III-C(ii)

Name	State	County/Parish
BURRWOOD	Louisiana	Plaquemines
HAYES LUMBER	Louisiana	Jefferson Davis
HELIS 2	Louisiana	Iberia
MYETTE POINT	Louisiana	St. Mary

SEGMENTNUMBER	COMPANYNAME	ORGAREA	ORGBLOCK	ORGNAME	RECAAREA	RECBLOCK	RECNAME	SIZE	PRODUCT	STATUS	ROWNUMBER	FW Lease:
7912	Fieldwood Energy, LLC	EB	160	A	HI	A582	SSTI	12	GAS	Out of Service	G08528	G02647
7923	Fieldwood Energy, LLC	EB	165	A	HI	A 582	30 SSTI	12	GAS	Active	G08536	G06280
10301	Bandon Oil and Gas, LP	EC	332	A	EC	330	08 SSTI	6	OIL	Out of Service	G14699	G09478
44	Fieldwood Energy, LLC	EI	175	C	EI	176	12" SSTI	8	OIL	Out of Service	G13445	00438
1128	Fieldwood Energy, LLC	EI	330	flanged end	EI	306	14-inch SSTI	14	OIL	Out of Service	G02139A	G02115
7943	Fieldwood Energy, LLC	EI	342	C	EI	327	08 SSTI	4	OIL	Out of Service	G08541	G02319
18493	Fieldwood Energy, LLC	EI	342	C	EI	343	SSTI	6	GAS	Out of Service	G29108	G02319
19960	Fieldwood Energy LLC	EI	342	C	EI	342	Blind Flange	6	OIL	Out of Service	G29471	G02319
11923	Fieldwood Energy, LLC	EI	53	C	EI	64	22 SSTI	10	G/C	Out of Service	G20539	00479
9211	Fieldwood Energy, LLC	EI	53	B	EI	64	22 SSTI	6	G/C	Partial Abandon	G12373	00479
15298	Fieldwood Energy, LLC	GA	210	B	GA	239	12 SSTI	8	G/C	Active	G26931	G25524
16077	Fieldwood Energy, LLC	HI	130	#2	HI	165	8-inch SSTI	8	BLGH	Partial Abandon	G28284	G25579
15401	Fieldwood Energy, LLC	HI	A 341	B	HI	A 340	30" SSTI	812	G/C	Active	G26938	G25605
6669	Fieldwood Energy, LLC	HI	A 376	A	HI	A 356	12 SSTI	10	GAS	Out of Service	G05238	G02754
6669	Fieldwood Energy LLC	HI	A 376	Platform A	HI	A 356	12 SSTI W/PSN 10882	10	GAS	Out of Service	G05238	G02754
7684	Fieldwood Energy, LLC	HI	A 550	A	HI	A 568	20 SSTI	10	GAS	Out of Service	G08276	G04081
6340	Fieldwood Energy, LLC	HI	A 568	Subsea Valve	HI	A 539	20 SSTI	20	G/C	Out of Service	G04974	G04081
5470	Fieldwood Energy, LLC	HI	A356	Valve	HI	A343	HIOS	12	GAS	Out of Service	G04050	G02754
10882	Fieldwood Energy, LLC	HI	A356	10SST	HI	A356	12SSTI	12	GAS	Out of Service	G04051	G02754
6504	Fieldwood Energy, LLC	HI	A595	D	HI	573	B	8	OIL	Out of Service	G28525	G02721
14304	Fieldwood Energy, LLC	MP	101	SSTI Manifold	MP	102	Plat A	8	BLKG	Partial Abandon	G24687	G22792
15810	Fieldwood Energy Offshore LLC	MP	29	Well No. 1	MP	118	Platform A	6	BLKG	Out of Service	G28216	G27196
15818	Fieldwood Energy Offshore LLC	MP	77	A	MP	151	18"SSTI	8	GAS	Out of Service	G28221	G04481
4733	Fieldwood Energy Offshore LLC	SM	142	A	SM	127	24 SSTI	10	G/C	Out of Service	G03441	G01216
15106	Fieldwood Energy Offshore LLC	SM	146	B	SM	147	A	6	BLKG	Out of Service	G26837	G09546
15107	Fieldwood Energy, LLC	SM	146	B	SM	147	A	4	BLKG	Out of Service	G26838	G09546
15108	Fieldwood Energy, LLC	SM	147	A	SM	146	B	2	LIFT	Out of Service	G26839	G09546
19363	Fieldwood Energy Offshore LLC	SM	147	A	SM	130	12 SSTI	6	BLKO	Out of Service	G14093	G06693
19363	Fieldwood Energy Offshore LLC	SM	147	A	SM	130	12 SSTI	6	BLKO	Out of Service	G29316	G06693
10977	Fieldwood Energy, LLC	SM	268	A	SM	280	#03	3	BLKG	Out of Service	G28756	G14456
17499	Fieldwood Energy, LLC	SM	269	B	SM	268	A	10	GAS	Out of Service	G28484	G02311
13642	Fieldwood Energy, LLC	SM	280	H	SM	268	A	10	BLKG	Permitted for Abandonment	G28758	G14456
5427	Fieldwood Energy, LLC	SM	281	E	SM	268	A	12	SPLY	Out of Service	G02817	G02600
5429	Fieldwood Energy, LLC	SM	281	C	SM	281	12 SSTI	10	SPLY	Out of Service	G02817	G02600
6512	Fieldwood Energy, LLC	SM	281	C	SM	268	D	10	BLKO	Out of Service	G29131	G02600
10268	Fieldwood Energy SP LLC	SP	60	A	SP	6	F/S	10	OIL	Out of Service	G14679	G02137
20050	Fieldwood Energy, LLC	SS	168	SSTI	SS	168	SSTI	6		Proposed	G28788	00820
6748	Fieldwood Energy, LLC	SS	169	C Platform	SS	169	18-inch SSTI	6	OIL	Out of Service	G09322	00820
12778	Fieldwood Energy, LLC	SS	189	A	SS	185	26"SSTI	8	G/C	Out of Service	G22139	G04232
1138	Fieldwood Energy, LLC	SS	204	A	SS	207	A	6	G/O	Out of Service	G13491	G01520
1137	Fieldwood Energy, LLC	SS	207	A Platform	SS	204	A	4	GAS	Out of Service	G13489	G01523
1147	Fieldwood Energy, LLC	SS	207	A	SS	208	F-Pump	12	OIL	Out of Service	G13492	G01523
17775	Fieldwood Energy, LLC	SS	253	C	SS	208	F-Pump	4	OIL	Out of Service	G01691C	G01031
18094	Bandon Oil and Gas, LP	ST	195	B	ST	196	SSTI	6	G/C	Permitted for Abandonment Approved	G29005	G03593
11107	Bandon Oil and Gas, LP	ST	196	06-inch SSTI	SS	208	F	6	OIL	Permitted for Abandonment Approved	G05120	G03593
13720	Fieldwood Energy, LLC	VK	340	8"SSTI	VK	251	A	8	BLGH	Active	G28221	G04481
13193	Bandon Oil and Gas, LP	VR	196	A	VR	206	12 SSTI	8	G/C	Out of Service	G22418	G19760
18591	Fieldwood Energy, LLC	VR	196	A	VR	215	A	4	BLKO	Out of Service	G29137	G19760
18588	Fieldwood Energy, LLC	VR	215	A	VR	196	A	4	GAS	Active	G29136	G19760
17090	Fieldwood Energy, LLC	VR	261	A	VR	265	A	8	BLKO	Out of Service	G28347	G03328
14609	Fieldwood Energy, LLC	VR	272	"A"	VR	250	8" SSTI	4	OIL	Out of Service	G25384	G23829
14277	Fieldwood Energy, LLC	VR	272	A	SM	116	20" SSTI	10	G/C	Out of Service	G25288	G23829
5440	Fieldwood Energy Offshore LLC	VR	313	B	VR	313	20 SSTI	10	GAS	Out of Service	G04044	G01172
15136	Fieldwood Energy, LLC	VR	313	B	VR	313	6" SSTI	6	OIL	Out of Service	G03879	G01172
4289	Fieldwood Energy Offshore LLC	WC	485	A	WC	509	GP	12	GAS	Out of Service	G02122E	G02220
14251	Fieldwood Energy Offshore LLC	WC	72	#1	WC	65	JA	4	BLKG	Out of Service	G25275	G23735
16088	Fieldwood Energy, LLC	WD	122	A	WD	105	E	6	GAS	Out of Service	G28289	G13645
16089	Fieldwood Energy, LLC	WD	122	A	WD	105	E	3	OIL	Out of Service	G28290	G13645
15960	Fieldwood Energy, LLC	WD	90	A	WD	73	SSTI	4	OIL	Out of Service	G28260	G01089

Area	Block No.	Structure	Complex ID No.	Authority No.	FW Lease	Operator	Approval Date	Associated Assets
EI	63	A	21515	G30244	00425	Fieldwood Energy Offshore LLC	12/02/13	EI 63 002,003, EI 62 and 005, 006, 008, 009, 010 and 011
EI	63	B	21515	G30244	00425	Fieldwood Energy Offshore LLC	12/02/13	Production from EI 63 A
EI	63	C-QTR	21515	G30244	00425	Fieldwood Energy Offshore LLC	12/02/13	Production from EI 63 A
SM	146	B	1663	G30248	G09546	Fieldwood Energy Offshore LLC	08/21/13	SM 139 B001 & B002
SM	147	A	23389	G30200	G06693	Fieldwood Energy Offshore LLC	09/12/13	SM 139 B001, B002 & B002D
WD	86	A	22593	G30173	G04243	Fieldwood Energy Offshore LLC	06/20/13	WD 86 B001, B002 & B005
VK	826	A-Neptune Spar	24235	G30353	G15441	Fieldwood Energy LLC	07/03/18	VK 917 SS001 & VK 962 SS001

Call Signs:  
WQBQ549  
WQRK423

Contract Type	Contract Date	Contract Title	Contract Description
Land	8/29/1956	Operating Agreement	Operating Agreement eff. 8-29-1956
Land	12/4/1958	Operating Agreement	Operating Agreement eff. 12-4-58
Land	7/25/1960	Operating Agreement	Operating Agreement, dated effective July 25, 1960, as amended, between Second Mobil Oil Company, Inc., Gulf Oil 'Corporation, and Humble Oil & Refining Company, as amended, SS 169 Field.
Land	3/1/1961	Operating Agreement	SS 214 Operating Agreement eff. 3-1-61
Land	3/13/1962	Operating Agreement	Operating Agreement dated 3/13/62 between The Pure Oil Company and The Ohio Oil Company
Land	7/3/1962	Operating Agreement	Operating Agreement eff 7-3-62 as amended
Land	1/12/1965	Joint Operating Agreement	Main Agreement, dated effective January 12, 1965, between Cities Service Oil Company, Skelly Oil Company, Sunray DX Oil Company and Tidewater Oil Company, governing operations on the contract area. The Operating Agreement contained in Exhibit "C" of the Main Agreement was superseded by the Joint Operating Agreement eff. 1/1/97
Land	1/21/1966	Unit Agreement No. 14-08-001-8784	Unit No. 891008784 - SS 271
Land	2/26/1966	Offshore Operating Agreement	Operating Agreement by and between Hardy Oil & Gas USA Inc., As Operator and British-Borneo Exploration, Inc. and Zilkha Energy Company, As Non-Operators
Land	6/10/1966	Unit Operating Agreement Ship Shoal	SS 271 Unit Operating Agreement (Unit#891008784) As Amended, originally by and between Forest Oil Corp. as Operator, and Texas Gas Exploration Corp. et al as Non-Operators
Land	12/23/1966	Joint Operating Agreement	Operating Agreement by and between American Petrofina Exploration Company (Operator), Chambers & Kennedy, COperating Agreementstal Production Company, Waymon G. Peavy, Harbert Construction Company, Jenney Manufacturing Company, Kirby Petroleum Co., HC Price Co., States Marine Lines, Inc., Pan American Petroleum Corporation
Land	1/1/1971	Joint Operating Agreement	PENNZOIL OFFSHORE GAS OPERATORS, INC., MESA PETROLEUM CO., ET AL.
Land	2/1/1971	Joint Operating Agreement	Operating Agreement, dated February 1, 1971, between Tenneco Oil Company and Texaco Inc. Amendment to Operating Agreement, dated effective May 1, 1974, between Tenneco Oil Company, Texaco Inc. and Tenneco Exploration 11, Ltd., whereby Tenneco Exploration II became a party to, and ratified, the operating agreement.
Land	8/1/1973	Joint Operating Agreement	OPERATING AGREEMENT BY AND BETWEEN MOBIL OIL CORPORATION AND UNION OIL COMPANY OF CALIFORNIA ET AL
Land	8/1/1973	Offshore Operating Agreement	Operating Agreement 8/1/1973
Land	8/1/1973	Offshore Operating Agreement	Operating Agreement eff. 8-1-73
Land	8/1/1973	Offshore Operating Agreement	Operating Agreement eff. 8-1-73
Land	7/1/1974	Joint Operating Agreement	OPERATING AGREEMENT DATED JULY 1, 1974, BY AND BETWEEN MOBIL OIL CORPORATION, UNION OIL COMPANY OF CALIFORNIA, TEXAS GAS EXPLORATION CORPORATION, AMOCO PRODUCTION COMPANY AND NORTHWEST MUTUAL LIFE INSURANCE COMPANY, AS AMENDED.
Land	7/1/1974	Joint Operating Agreement	OPERATING AGREEMENT DATED JULY 1, 1974, BY AND BETWEEN MOBIL OIL CORPORATION, UNION OIL COMPANY OF CALIFORNIA, TEXAS GAS EXPLORATION CORPORATION, AMOCO PRODUCTION COMPANY AND NORTHWEST MUTUAL LIFE INSURANCE COMPANY, AS AMENDED.
Land	7/1/1974	Joint Operating Agreement	OPERATING AGREEMENT DATED JULY 1, 1974, BY AND BETWEEN MOBIL OIL CORPORATION, UNION OIL COMPANY OF CALIFORNIA, TEXAS GAS EXPLORATION CORPORATION, AMOCO PRODUCTION COMPANY AND NORTHWEST MUTUAL LIFE INSURANCE COMPANY, AS AMENDED.
Land	7/1/1974	Joint Operating Agreement	Operating Agreement originally by and between Mobil Oil Corporation, Union Oil Company of California and Amoco Production Company, as amended
Land	7/1/1974	Joint Operating Agreement	Operating Agreement originally by and between Mobil Oil Corporation, Union Oil Company of California and Amoco Production Company, as amended
Land	7/1/1974	Joint Operating Agreement	Operating Agreement originally by and between Mobil Oil Corporation, Union Oil Company of California and Amoco Production Company, as amended
Land	7/1/1974	Joint Operating Agreement	Operating Agreement originally by and between Mobil Oil Corporation, Union Oil Company of California and Amoco Production Company, as amended
Land	9/3/1974	FO	Farmout Agreement by and between CNG Producing Company, Columbia Gas Development Corporation and Forest Oil Corporation
Land	7/1/1975	Joint Operating Agreement	Operating Agreement eff. 7/1/75 by and between Mesa Petroleum as Operator and American Natural Gas Production Co, et al
Land	9/1/1975	Joint Operating Agreement	First Amendment to Operating. Agreements, dated effective September 1, 1975, between Mobil Oil Corporation, Amoco Production Company, and 'Union Oil Company of California.
Land	3/17/1976	Joint Operating Agreement	Unit Operating Agreement 3/17/76 between Forest Oil Corp and Columbia Gas Development Corp, etal
Land	4/1/1976	Joint Operating Agreement	Operating Agreement eff. 4-1-76 as amended
Land	4/1/1977	Unit Operating Agreement	UNIT OPERATING AGREEMENT BY AND BETWEEN DEVON ENERGY PRODUCTION , APACHE CORPORATION, ET AL.
Land	4/1/1977	Unit Agreement No. 14-08-0001-16943	Unit Agreement, JD Sand, Reservoir A, Eugene Island Block 330 Field (Unit Number 891016943), dated effective April 1, 1977, naming Pennzoil Oil & Gas, Inc., as Operator, and Texaco Inc. and Shell Oil Company, as sub-operators
Land	8/1/1977	Joint Operating Agreement	Operating Agreement eff. 8-1-77 b/b Transco et al
Land	5/2/1978	FO	FARMOUT AGREEMENT EFFECTIVE MAY 2, 1978, BY AND BETWEEN ENSERCH, FARMOR, AND ANADARKO, FARMEE.
Land	8/17/1978	Ownership Agreement "F" Platform	Platform Ownership Agreement by and between CNG Producing Company, Columbia Gas Development Corporation, Texas Gas Exploration Corporation, Pelto Oil Company, Ocean Production Company, Ocean Oil and Gas Company
Land	9/15/1978	Joint Operating Agreement	Amendment of Operating Agreement, dated September 15, 1978, between Amoco Production Company, Mobil Oil Corporation, and 'Union Oil Company of California.
Land	11/13/1978	Joint Operating Agreement	Second Amendment to Operating Agreements, dated effective; November 13, 1978, between Mobil Oil Corporation, Amoco Production Company, and Union Oil Company of California
Land	11/13/1978	Joint Operating Agreement	Fourth Amendment to Operating Agreements, dated effective; November 13, 1978, between Mobil Oil Corporation, Amoco Production Company, and Union Oil Company of California
Land	11/17/1978	FO	Farmout Agreement dated November 17, 1978 between Gulf Oil Corporation and Shell Oil Company covering the Northeast Quarter (NE/4) of that certain Oil and Gas Lease dated July 1, 1967 bearing Serial No. OCS-G 1609, South Pass Area Block 61.



Land	5/2/1979	Proposed Installation and Operating Agreement of Ship Shoal Area Block 246 Field ("A" Platform)	Installation and Operating Agreement by and between CNG Producing Company, Consolidated Gas Supply Corporation
Land	9/15/1979	Joint Operating Agreement	OPERATING AGREEMENT EFFECTIVE SEPTEMBER 15, 1979, BY AND BETWEEN ANADARKO PRODUCTION CO, AS OPERATOR, AND PAN EASTERN EXPLORATION COMPANY, DIAMOND SHAMROCK CORPORATION, COLUMBIA GAS DEVELOPMENT CORPORATION, TEXASGULF, INC, AND SAMEDAN OIL CORPORATION, NON-OPERATORS.
Land	12/1/1979	OFFSHORE OPERATING AGREEMENT	OFFSHORE OPERATING AGREEMENT b/b SHELL OIL COMPANY and FLORIDA EXPLORATION COMPANY, ET AL
Land	1/1/1980	Joint Operating Agreement	Third Amendment to Operating Agreements, dated effective January 1, 1980, between Mobil Oil Corporation, Amoco Production Company, and Union Oil Company of California.
Land	4/1/1981	Unit Operating Agreement	Unit Operating Agreement; dated April 1, 1981, by and between Conoco Inc., Atlantic Richfield Company, Getty Oil Company, Cities Service Company, Placid Oil Company, Hamilton Brother Oil Company, Mobil Oil Exploration and Producing S.E., Inc., Gulf Oil Corporation, Hunt Oil Company, Highland Resources, Inc., Hunt Industries and Prosper Energy Corporation, comprising all working interest owners in the Ship Shoal Operating Agreement Blocks 206, 207, OCS-G:523:ahd OCS-G 1523, respectively.
Land	4/22/1980	Joint Operating Agreement	Amendment to Operating Agreement, dated April 22, 1980, between Union Oil Company, of California and Amoco Production Company.
Land	9/1/1981	Joint Operating Agreement	Offshore Operating Agreement (MP 108+) 9/1/1981
Land	4/28/1982	Letter Agreement	Letter Agreement dated April 28, 1982 between Gulf Oil Corporation and Shell Oil Company evidencing an agreement for Gulf Oil Company to install a Drilling Platform in the Northeast Quarter (NE/4) South Pass Area Block 61.
Land	1/1/1983	ORRI	Conveyance of Overriding Royalty Interests, dated effective January 1, 1983, creating the Tel Offshore Trust, and granting an overriding royalty interest, equivalent to 25% net profits interest, in all of Tenneco Exploration, Ltd.'s oil and gas properties
Land	8/4/1983	Area of Mutual Interest Agreement	Area of Mutual Interest Agreement effective August 4, 1984 BY AND BETWEEN APACHE CORPORATION AND SHELL OFFSHORE CONTIGUOUS BLOCK TO SHELL VENTURE PROPERTY THAT MAY TRIGGER AMI RESPONSIBILITY REGARDING FUTURE PURCHASE OR BID OF TRACTS COVERING GEOLOGIC STRUCTURE COMMON TO EXISTING SHELL VENTURE PROPERTY
Land	4/13/1984	Unit Operating Agreement	WD 27 28 Unit Operating Agreement Tenneco OP & Samedan et al as amended
Land	6/3/1985	Consent to Assign	Consent to Assignment of Interest, dated June 3, 1985, between Tenneco Exploration, Ltd. and Texaco Inc., as Grantors of Consent, and Huffco Petroleum, as Assignor, and L. S. Holding Company, AE Investments, Inc., Colton Gulf Cooperating Agreementst, Inc., and Huffco 1982 Exploration Limited Partnership, as Assignees, assigning all of Huffco Petroleum's record title interest to the Assignees.
Land	3/3/1986	OA	Offshore Operating Agreement (All of Block 300 - A Wells) 3/3/1986
Land	5/1/1986	Assignment	Assignment, dated effective May 1, 1986, whereby Tenneco Exploration, Ltd. transferred all of its interests in Block 342, Eugene Island Area, Official Leasing Map No. 4A, to Plumb Offshore, Inc., subject to the reservation of an overriding royalty interest.
Land	7/1/1986	Joint Operating Agreement	Amendment to Operating Agreement, dated effective July 1, 1986,, between Amoco Production Company; Union Oil Company of California, and Mobil Producing Texas & New Mexico, Inc.
Land	10/20/1986	UA	Unit Agreement 10/20/86 between Chevron USA Inc., Union Exploraiton partners, LTD, and Pennzoil Producing Company
Land	10/31/1986	Assignment	Assignment of Interest, dated effective October 31, 1986, whereby Tenneco Exploration, Ltd. transferred all of its interests in Block 342, Eugene Island Area, Official Leasing Map No. 4A, to Tenneco Oil Company.
Land	1/1/1989	OPERATING AGREEMENT	CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL
Land	1/1/1989	OPERATING AGREEMENT	CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL
Land	1/1/1989	OA	Operating Agreement 1/1/89
Land	5/2/1989	Letter Agreement	Letter Agreement, dated May 2, 1989, between Southern Natural Gas Company and Chevron U.S.A. Inc., concerning the "Construction, Installation, Operation and Maintenance of Measurement and Pipeline Facilities " for receipt points at various locations on the OCS, including Main Pass 77 'A' platform (as amended). Consent Sec. 10.
Land	9/10/1990	FO	Farmout Agreement (Forest - SS 291/300) 9/10/1990
Land	9/15/1990	OA	Offshore Operating Agreement (NW/4 NW/4 Blk 300 - B Wells) 9/15/1990
Land	10/1/1990	Joint Operating Agreement	RATIFICATION AND AMENDMENT NUMBER 1 TO JOINT OPERATING AGREEMENT DATED OCTOBER 1, 1990, BY AND BETWEEN CONOCO INC. AND TEXAS PRODUCING INC.
Land	10/1/1990	UOA	UA and Unit Operating Agreement dated 10/1/90 between Marathon Oil Co and Phillips Petroleum et al
Land	1/1/1991	PA	Offshore Participation Agreement, dated effective January 1, 1991, between Unocal Exploration Corporation, The Northwestern Mutual Life Insurance Company, and Hardy Oil & Gas USA Inc., BA A105.
Land	5/1/1991	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN TEXACO EXPLORATION AND PRODUCTION INC., MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST ET AL
Land	10/1/1991	FO	FO and Operating Agreement dated 10/1/91 between Torch Energy Advisors Inc et al and Hall-Hosuton Oil Company
Land	4/1/1992	Unit Agreement	Unit Agreement for Outer Continental Shelf Exploration, Development and. Production Operations on the South Pass Block 60 Unit (Blocks 6,17, 59, 60, 66 and 67) South Pass Area, Offshore Louisiana Outer Continental Shelf, Contract No. 754394018, as amended
Land	4/1/1992	Unit Agreement	Amendment to Unit Agreement. For Outer Continental Shelf Exploration, Development and Production Operations on the South Pass Block 60 Unit (Blocks 6,17, 59, 60, 66 and 67) South Pass Area, Offshore Louisiana Outer Continental Shelf (Contract No. 754394018) to expand the Unit Agreement to include the NE/4 of the NW/4 of Block 61, OCS-G 1609, South. Pass Area.
Land	5/2/1992	ABOS	Agreement and Bill of Sale, dated effective May 2, 1992, between Union Oil Company of California, as Seller, and The Northwestern Mutual Life Insurance Company and Hardy Oil & Gas USA Inc., as Buyers, selling 43.75% interest in the BA A-105 "A" Platform, equipment and pipeline, to NW Mutual 31.25%, and Hardy 12.50%.
Land	5/15/1992	Unit Agreement	EC 331/332 Unit Agreement

Land	6/25/1992	Letter Agreement	Letter Agreement, dated June 25, 1992, between Chevron U.S.A. Inc. ("Chevron") and Southern Natural Gas Company ("Southern"), concerning the "Interconnection of Pneumatic Chart Recorders Permit - Various Meter Stations, Offshore Louisiana", whereby Chevron obtained consent from Southern for Chevron to connect, operate and maintain pneumatic chart recorders on various of Southern's existing meter stations, offshore, Louisiana (including Main Pass Area Block 77 "A" platform).
Land	7/1/1992	FO	Farmout Agreement 7/1/1992
Land	7/1/1992	OA	Offshore Operating Agreement 7/1/1992
Land	1/1/1993	OA	Operating Agreement 1/1/1993
Land	2/15/1993	Letter Agreement	Letter Agreement, dated effective February 15, 1993, between Chevron U.S.A. Inc. ("Chevron") and Southern Natural Gas Company ("Southern"), concerning the "Interconnection of Pneumatic Chart Recorders Permit - Various Meter Stations, Offshore Louisiana", whereby Chevron and Southern agree to amend and replace Exhibit "A" to that certain Letter Agreement, dated June 25, 1992 (described hereinabove).
Land	4/2/1993	ABOS	Bill of Sale, dated April 2, 1993, from Southern Natural Gas Company ("Southern") to Chevron U.S.A. Inc. ("Purchaser"), whereby Southern sells to Purchaser certain Barton chart recorders and appurtenant equipment located at various on various of Southern's existing meter stations, offshore, Louisiana (including Main Pass Area Block 77 "A" platform).
Land	6/15/1993	GC 244 Unit Agreement	Unit Agreement for Outer Continental Shelf Exploration, Development, and Production Operations on the Green Canyon Block 244 Unit (Contract No. 754393016) dated effective June 15, 1993, covering OCS-G 11043 (Green Canyon Block 244), OCS-G 12209 (Green Canyon Block 200), and OCS-G 12210 (Green Canyon Block 201).
Land	6/15/1993	Unit Operating Agreement	Unit Operating Agreement dated effective June 15, 1993 between Shell Offshore Inc and Marathon Oil Company, as successors in interest.
Land	8/16/1993	Joint Operating Agreement	Amendment to Operating Agreement, dated August 16, 1993, between Express Acquisition Company and Torch Energy Advisors Inc.
Land	12/30/1993	OA	WD 90, WD 103 Operating Agreements 12-30-1993
Land	1/1/1994	Co-Development Agreement and Amendment to Unit Operating Agreement	Co-Development Agreement and Amendment to Unit Operating Agreement originally by and between CNG Producing Company & Columbia Gas Development Corp., et al
Land	2/10/1994	JDA	JOINT DEVELOPMENT AGREEMENT DATED FEBRUARY 10, 1994, BY AND BETWEEN PENNZOIL EXPLORATION AND PRODUCTION COMPANY, SONAT EXPLORATION COMPANY AND UNION OIL COMPANY OF CALIFORNIA - TERMINATED BY LETTER AGREEMENT DATED MARCH 10, 1999.
Land	5/12/1994	Letter Agreement	Letter Agreement by and between CNG Producing Company and Columbia Gas Development Corporation
Land	6/1/1994	Joint Operating Agreement	OPERATING AGREEMENT DATED JUNE 1, 1994, BY AND BETWEEN NORCEN EXPLORER, INC, OPERATOR, AND DALEN RESOURCES OIL & GAS CO.
Land	7/1/1994	OA	Operating Agreement 7/1/1974
Land	7/7/1994	Letter Agreement	LETTER AGREEMENT BY AND BETWEEN POGO PRODUCING COMPANY AND COCKRELL OIL AND GAS, L.P., ET AL
Land	7/15/1994	Letter Agreement	LETTER AGREEMENT DATED JULY 15, 1994 BY AND BETWEEN STONE ENERGY CORPORATION AND DAVID U. MELOY.
Land	10/19/1994	JDA	Joint Venture Development Agreement, dated October 19, 1994, between Norcen Explorer, Inc. and Texaco Exploration and Production, Inc. forming a working-interest unit comprising portions of Ship Sh Operating Agreement Block 206 and OCS-G 1523, Ship Sh Operating Agreement Block 207;
Land	11/16/1994	JDA	Joint Venture Development Agreement, dated November 16, 1994, between Norcen Explorer, Inc., Texaco Exploration and Production, Inc., Industries, The George R. Brown Partnership, JOC Venture, Lamar Hunt Trust Estate, Mobil Oil Exploration So Producing Southeast Inc., and Hunt Oil Company, covering all of Blocks 206 and 207 Ship Sh Operating Agreement Area.
Land	11/30/1994	JDA	Amendment to Joint Venture Development Agreement, dated November 30, 1994, between Norcen Explorer, Inc., Texaco Exploration, and Production; Inc., Hunt Industries, The George R. Brown Partnership, JOC Venture, Lamar Hunt Trust Estate, Mobil Oil Exploration & Producing Southeast Inc., and Hunt Oil Company, covering all of Blocks 206 and 207 Ship Sh Operating Agreement Area.
Land	3/28/1995	Letter Agreement	LETTER AGREEMENT DATED MARCH 28, 1995, BY AND BETWEEN STONE ENERGY CORPORATION AND DAVID U. MELOY, ET AL.
Land	4/6/1995	JDA	Amendment to Joint Venture Development Agreement, dated April 6, 1995, between Norcen Explorer, Inc., Texaco Exploration and Production; Inc., Hunt Industries, The George R. Brown Partnership, JOC Venture, Lamar Hunt Trust Estate, Mobil Oil Exploration So Producing Southeast Inc., and Hunt Oil Company, covering all of Blocks 206 and 207 Ship Sh Operating Agreement Area.
Land	5/1/1995	Joint Operating Agreement	AMENDMENT TO OPERATING AGREEMENT DATED MAY 1, 1995, BY AND BETWEEN CONOCO INC. AND VASTAR RESOURCES, INC., ET AL.
Land	8/16/1995	Letter Agreement	Letter Agreement by and between Columbia Gas Development and CNG Producing Company
Land	10/1/1995	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN AMERADA HESS CORPORATION AND VASTAR RESOURCES INC.
Land	12/14/1995	LOI	REVISED LETTER OF INTENT (FARMOUT) DATED DECEMBER 14, 1995, BY AND BETWEEN ENSERCH EXPLORATION, INC, AND PETROBRAS AMERICA, INC.
Land	3/7/1996	Conditional Letter of Acceptance to Exploration Agreement	Letter Agreement by and between Hardy Oil & Gas USA, Inc., British-Borneo Exploration by Hardy Oil & Gas USA, inc., British Borneo Exploration, Inc. and Zilkha Energy Company
Land	4/17/1996	Plan of Development	Plan of Development by and between Shell Offshore Inc, BP Exploration and Oil, Inc and marathon oil company dated effective 17 Apr 1996.
Land	8/26/1996	PSA	Purchase and Sale Agreement, dated August 26, 1996, between Amoco Production Company and Union Oil Company of California, EB 158/EB 159.
Land	9/1/1996	OA	Offshore Operating Agreement 9/1/1996

Land	9/3/1996	OA	Operating Agreement (depths below 9000' on VR 392 & VR 408; and all depths VR 407) 9/3/1996
Land	1/1/1997	OA	Operating Agreement eff. 1-1-97
Land	5/1/1997	Joint Operating Agreement	Amendment to Operating Agreement, dated effective May 1, 1997, between GOM Shelf, LLC, and ChevronTexaco and Kerr-McGee Oil & Gas Corporation, amending Exhibit "A" to reflect a new division of interest.
Land	8/1/1997	UOA	EC 331/332 Unit Operating Agreement
Land	3/13/1998	Joint Operating Agreement	AMENDMENT TO OPERATING AGREEMENT DATED MARCH 13, 1998, BY AND BETWEEN TEXACO EXPLORATION AND PRODUCTION INC. AND VASTAR RESOURCES, INC.
Land	4/1/1998	JVA	JOINT VENTURE AGREEMENT - SPECTER PROSPECT DATED APRIL 1, 1998 BY AND BETWEEN SHELL OFFSHORE, INC. AND ELF EXPLORATION INC. ET AL., as amended.
Land	4/1/1998	Joint Operating Agreement	OFFSHORE OPERATING AGREEMENT DATED APRIL 1, 1998, BY AND BETWEEN SHELL OFFSHORE INC. AND SNYDER OIL CORPORATION, ET AL.
Land	4/6/1998	Letter Agreement	LETTER (ELF OFFERS NIPPON PART OF THE COoperating AgreementSTAL INTEREST) DATED APRIL 6, 1998, BY AND BETWEEN ELF EXPLORATION INC. AND NIPPON OIL EXPLORATION U.S.A. LIMITED
Land	4/6/1998	JVA	AMENDMENT TO JOINT VENTURE AGREEMENT- ELF ASSUMES COoperating AgreementSTAL POSITION DATED APRIL 6, 1998 ELF EXPLORATION INC. AND COoperating AgreementSTAL O&G CORPORATION.
Land	4/10/1998	FO	FARMOUT AGREEMENT DATED APRIL 10, 1998, BY AND BETWEEN COoperating AgreementSTAL O&G CORPORATION AND NIPPON OIL EXPLORATION U.S.A. LIMITED.
Land	4/13/1998	Letter Agreement	LETTER- NIPPON TAKES ITS SHARE OF COoperating AgreementSTAL F/O & SHARE OF ELF'S INTEREST DATED APRIL 13, 1998, BY AND BETWEEN ELF EXPLORATION INC., COoperating AgreementSTAL O&G CORPORATION AND NIPPON OIL EXPLORATION U.S.A. LIMITED.
Land	11/5/1998	JVA	ADDENDUM TO JOINT VENTURE AGREEMENT DATED NOVEMBER 5, 1998, BY AND BETWEEN SHELL OFFSHORE INC. AND NIPPON OIL EXPLORATION U.S.A. LIMITED, ET AL.
Land	2/9/1999	Joint Operating Agreement	Offshore Operating Agreement, dated February 9, 1999, between Ocean Energy, Inc. and Shell Offshore Inc., covering Vermilion 195, 196 and 207, as amended December 23, 1999 by that certain Letter Agreement regarding the sale of properties to McMoran Oil & Gas LLC, and further amended August 22, 2000, December 31, 2001 and September 15, 2010.
Land	12/1/1999	Assignment	Assignment of Record Title Leasehold Interest dated effective December 1, 1999 between Shell Offshore Inc., as Assignor, and McMoRan Oil & Gas LLC, as Assignee, covering OCS-G 19760, Vermilion Block 196
Land	11/1/1980	Joint Operating Agreement	Operating Agreement, Main Pass Area, Blocks 77 and 78, Gulf of Meidco, dated effective November 1, 1980,between Gulf Oil Corporation, Texoma Production Company, The Anschutz Corporation, NICOR Exploration Company, and The Superior Oil Company, covering the federal Oil and Gas Lease OCS-G 4481, Blocks 77>and78 Main Pass Area, Offshore Louisiana, a true copy of the original is recorded in C.O.B. 592, Folio 658, Plaquemines Parish, Louisiana.
Land	12/15/1999	Letter Agreement	Letter Agreement, dated December 15, 1999, between Apache Corporation, Chevron U.S.A. Production Company, Kelley Oil Corporation, Key Production Company, Mobil Exploration & Producing U.S. Inc. and Sabco Oil and Gas Corporation, regarding the OCS-G 4481 #A-23 Well, Main Pass Block 77, Main Pass Block 151 Field, Offshore. LA. Note: only have Key's executed cop
Land	1/31/2000	FO	Farmout Letter Agreement 1/31/2000
Land	8/4/2000	FO	Farmout Agreement 8/4/2000
Land	1/1/2001	Joint Operating Agreement	Fifth Amendment to Operating Agreements, dated effective January 1,, 2001, between Union Oil Company of California and 'Vastar Offshore,Inc
Land	1/15/2001	Joint Operating Agreement	Amendment to Operating Agreement,, dated January 15, .2001, between Union Oil Company, Amoco Production Company, and Vastar Offshore, Inc
Land	11/17/2000	PA	Participation Agreement and Operating Agreement 11-17-00 b/b Samedan and Stone
Land	3/1/2001	JDA	Joint Development Agreement with Operating Agreement, dated March 1, 2001, between Union Oil Company of California, Vastar Offshore, Inc. and Panaco, Inc., parts of EB 161 and 205.
Land	6/1/2001	OA	Offshore Operating Agreement 6/1/2001
Land	6/15/2001	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN TEXACO EXPLORATION AND RWE PETROLEUM COMPANY ET AL
Land	6/15/2001	JDA	JOINT DEVELOPMENT AGREEMENT EFFECTIVE JUNE 15, 2001, BY AND BETWEEN RME PETROLEUM COMPANY AND W&T OFFSHORE, INC, "SM280 OWNERS" AND RME ET AL "SM 281 OWNERS" AND THAT CERTAIN JOINT OPERATING AGREEMENT ATTACHED THERETO AS EXHIBIT "B".
Land	9/17/2001	Joint Operating Agreement	Joint Operating Agreement attached to and made part of that certain Farmout Agreement dated September 17, 2001 by and between Amoco Production Company (Samedan Oil Corporation was successor-in-interest to Amoco Production Company and subsequently merged with Noble Energy, Inc.; Fieldwood is successor-in-interest to Noble Energy, Inc.) and Mariner Energy, Inc.
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1,2001, between Union Oil Company of California and Forest Oil Corporation, covering SM 66
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1,2001, between Union Oil Company of California and Forest Oil Corporation, covering OCS-G 2282, South Marsh Island Block 132.
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1,2001, between Union Oil Company of California and Forest Oil Corporation, covering SM 135
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1,2001, between Union Oil Company of California and Forest Oil Corporation, covering SM 136
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1,2001, between Union Oil Company of California and Forest Oil Corporation, covering SM 137
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1,2001, between Union Oil Company of California and Forest Oil Corporation, covering SM 150
Land	11/1/2001	Joint Operating Agreement	Operating Agreement by and between Dominion Exploration & Production, Inc., as Operator, and Avira Energy Corporation
Land	11/1/2001	PA	Participation Agreement by and between Dominion Exploration & Production, Inc. and Avira Energy Corporation
Land	3/15/2002	Bidding Agreement	BIDDING AGREEMENT BY AND BETWEEN DAVIS OFFSHORE, L.P. AND LLOG EXPLORATION OFFSHORE, INC.
Land	8/23/2002	Joint Operating Agreement	Joint Operating Agreement by and between Dominion Exploration & Production, Inc., as Operator, and Spinnaker Exploration Company, L.L.C., as Non-Operator

Land	8/30/2002	OA	SP 42 43 Operating Agreement LLOG and Pure et al
Land	9/1/2002	Operating Agreement	Operating Agreement by and between Union Oil and Northstar Gulfsands
Land	12/12/2002	PA	PARTICIPATION AGREEMENT BY AND BETWEEN LLOG EXPLORATION OFFSHORE, INC. AND DAVIS OFFSHORE, L.P.
Land	12/12/2002	MOA	MEMORANDUM OF OPERATING AGREEMENT LLOG EXPLORATION OFFSHORE, INC. AND DAVIS OFFSHORE, L.P.
Land	12/12/2002	Joint Operating Agreement	Joint Operating Agreement by and between Llog Exploraiton Offshore, Inc and Davis Offshore L.P. dated 12 Dec 02
Land	3/24/2003	FO	FARMOUT AGREEMENT BY AND BETWEEN NOBLE / KERR-MCGEE FARMOUT (MP 109) 3/24/2003
Land	3/31/2003	Letter Agreement	Letter Agreement, dated March 31, 2003, between Chevron U.S.A. Inc., Sabco Oil and Gas Corporation, Apache Corporation, ExxonMobil Production Company, Key Production Company and Contour Energy Company regarding Second Opportunity to Participate - Election to Acquire*Non-Participating Interest, in the MP77 OCS-G 4481 A-6 TTPG, Project No. UWGHP-R3011, Cost Center UCP170500, Main Pass Block 77. Key Production Company election.
Land	5/1/2003	Joint Operating Agreement	Offshore Operating Agreement dated May 1, 2003 between Magnum Hunter Production, Inc, and Westport Resources Corporation et al
Land	9/25/2003	Area of Mutual Interest Agreement	Area of Mutual Interest Agreement by and between Apache Corporation and Chevron USA
Land	1/1/2004	FO	FARMOUT AGREEMENT DATED JANUARY 21, 2004, BY AND BETWEEN CHEVRON USA INC. AND BP AMERICA PRODUCTION COMPANY.
Land	1/1/2004	Assignments	Assignment from BP Exploration and Production to Noble Energy Inc dated effective 1 Jan 04 (Relevant PSA was excluded from NBL - FW Deal)
Land	2/1/2004	OA	VR 272 Operating Agreement eff/ 2-1-04 LLOG and ST Mary
Land	3/18/2004	PSA	PSA dated 3-18-04 but eff. 9-1-2003 b/b Noble Energy, Inc. and Northstar Gulfsands, LLC
Land	3/25/2004	JVA	Amendment to Joint Venture Development Agreement, dated. March 25, 2004 between Anadarko E & T P Company LP: Chevron U.S.A. Inc.; Hunt Oil Company, Hunt Petroleum, the George, R. Brown Partnership LP, Offshore Investment , Cov and the Lamar Hunt Trust Estate,, whereby the Unit 'was expanded
Land	4/1/2004	Joint Operating Agreement	AMENDMENT OF JOINT OPERATING AGREEMENT DATED APRIL 1, 2004, BY AND BETWEEN BP AMERICA PRODUCTION COMPANY AND STONE ENERGY CORPORATION.
Land	4/1/2004	OA	Operating Agreement dated 4/1/04 between Newfield Exploration Co and Hunt Petroleum (AEC) Inc
Land	4/2/2004	Divestiture	ASSET SALE AGREEMENT DATED APRIL 2, 2004, BY AND BETWEEN CHEVRON USA INC. AND STONE ENERGY CORPORATION.
Land	4/19/2004	FO	Farmout Agreement by and between Newfield Exploration Company and Westport Resources Company, as Owners of WC 73, and Dominion Exploration & Production, Inc. and Spinnaker Exploration Company, LLC as Owners of WC 72
Land	5/26/2004	Production Handling Agreement	Production Handling Agreement by and between Shell Offshore Inc, LLOG Exploration Offshore, Inc and Davis Offshore L.P. dated 26 May 2004 and as amended by (a) 1st Amendment dated 27 Jun 2005 (b) 2nd Amendment dated 6 Feb 2006 © 3rd Amendment dated 30 Jan 2008
Land	6/29/2004	Letter Agreement	LETTER AGREEMENT DATED JUNE 29, 2004, BY AND BETWEEN STONE ENERGY CORPORATION AND BP AMERICA PRODUCTION COMPANY.
Land	8/1/2004	OA	Operating Agreement 8/1/04
Land	8/11/2004	Notice	NOTICE OF ASSIGNMENT DATED AUGUST 11, 2004, BY AND BETWEEN CHEVRON USA INC. AND STONE ENERGY CORPORATION.
Land	8/24/2004	Letter Agreement	Letter Agreement dated August 24, 2004, between Chevron U.S.A. Inc. and Williams Field Services- Gulf CO Operating Agreementst Company, L.P.
Land	9/7/2004	Settlement and Release Agreement	SETTLEMENT AND RELEASE AGREEMENT DATED SEPTEMBER 7, 2004, BY AND BETWEEN BP AMERICA PRODUCTION COMPANY AND STONE ENERGY CORPORATION.
Land	10/6/2004	LOI	LETTER OF INTENT DATED OCTOBER 6, 2004, BY AND BETWEEN THE HOUSTON EXPLORATION COMPANY AND SPINNAKER EXPLORATION COMPANY, L.L.C.
Land	10/7/2004	EA	EXPLORATION AGREEMENT DATED OCTOBER 7, 2004, BY AND BETWEEN THE HOUSTON EXPLORATION COMPANY AND SPINNAKER EXPLORATION COMPANY, L.L.C.
Land	11/1/2004	FO	FO eff. 11/1/04 as Amended, between Newfield Exploration Company, Continental Land & Fur Co., Inc., KCS Resources, Inc., and Fidelity Oil Co., as Farmors, and Explore Offshore LLC as Farmee
Land	12/20/2004	Preferential Right Agreement	Purchase and Sale agreement by and between BP Exploration and Production Inc and Marathon Oil Company dated 20 Dec 2004
Land	1/1/2005	VUA	VOLUNTARY UNIT AGREEMENT DATED JANUARY 1, 2005, BY AND BETWEEN SPINNAKER EXPLORATION COMPANY, L.L.C. AND THE HOUSTON EXPLORATION COMPANY AND GRYPHON EXPLORATION COMPANY.
Land	1/11/2005	Pref Right	Preferential Right Agreement dated 01/11/05 between BP and SOI for the acquisition of 49.999985% of BP's 33.33333% interest at Troika.
Land	1/25/2005	Letter Agreement	Letter Agreement for the Operation and Ownership Transfer of Certain South Marsh Island Block 66 Facilities, dated effective January 25, 2005, between Transcontinental Gas Pipeline Corporation, as Seller- and Union Oil "Company-of California and Forest Oil Corporation, as Purchasers, for facilities and pipeline associated with "A" and "C" Platforms'. NEVER CONSOMATED.
Land	2/1/2005	Letter Agreement	Letter Agreement, dated February 1, 2005, between Union Oil Company of California and Forest Oil , covering OCS-G 2589, South Marsh Island Block 137, as the Unit Operating Agreement for South Marsh Island Block 137 Unit, identified as Unit Agreement No. 14-08-001-20237, replacing and superseding, effective October 1, 2001, that certain Unit Operating Agreement dated January 1, 1989 between Conoco Inc., Texaco Producing Inc. and Canadian OXY Offshore Production Company.
Land	2/28/2005	OA	JOperating Agreement eff. 2-28-05 b/b Peregrine O&G and Chroma Energy, et al; as amended
Land	8/2/2005	PSA	PURCHASE AND SALE AGREEMENT DATED AUGUST 2, 2005, BY AND BETWEEN BP AMERICA PRODUCTION COMPANY AND STONE ENERGY CORPORATION.
Land	9/12/2005	Notice	NOTICE AGREEMENT BY AND BETWEEN SHELL OFFSHORE INC AND DAVIS OFFSHORE, L.P.
Land	10/25/2005	OA	Operating Agreement 10-25-05
Land	1/19/2006	Letter Agreement	Letter Agreement, - dated January 19, 2006, between BP Exploration & Production Inc. and Union Oil Company of California:

Land	2/22/2006	FO	Farmout Proposal Letter Agreement between The Houston Exploration Company and Noble Energy Inc. 2/22/2006
Land	3/1/2006	ABOS	ABOS eff. 3-1-2006 b/b Noble Energy, Inc. as Assignor and Coldren Resources LP as Assignee.
Land	10/30/2006	FO	Farmout Agreement, dated effective October 30, 2006, between Chevron U.S.A. Inc., as-Farmor, and Mariner Energy Resources, Inc., as farmee, covering S/2 of SM 149 (OCS-G 2592) and S/2 of SM 150 (005-016325) and limited to depths from the surface.to the stratigraphic equivalent of 100' below the deepest depth drilled in the #1 Well as proposed.
Land	4/3/2007	Confidentiality Agreement	Confidentiality Agreement by and between Apache Coporation, Samson Contour Energy and Shell Offshore
Land	9/21/2007	FARMOUT AGREEMENT	FARMOUT AGREEMENT b/b APACHE CORPORATIONand SENECA RESOURCES CORPORATION
Land	11/10/2007	Purchase and Sale Agreement	Purchase and Sale agreement by and between BP Exploration and Production Inc and W+T Offshore, Inc. dated9 Nov 2004 (Preempted by Shell and Marathon)
Land	5/14/2008	Notice	Final Notification Letter Memo-Well Payout, elated May 14, 2008, EB 160 #A-13 well paid out on March 3, 2008.
Land	10/1/2008	ORRI	OVERRIDING ROYALTY INTEREST AGREEMENT BY AND BETWEEN LLOG EXPLORATION OFFSHORE INC AND DAVIS OFFSHORE, L.P. TO SHELL OFFSHORE INC AND MARATHON OIL COMPANY
Land	10/1/2008	Farmout Agreement	Farmout Agreement by and between Shell Offshore, Marathon Oil Company, Llog Exploraiton Offshore, Inc and Davis Offshore L.P. dated 1 Oct 2008
Land	2/15/2009	FO	Farmout Agreement dated February 15, 2009 between SPN Resources LLC and Moreno Offshore Resources, L.L.C., Farmors, and Houston Energy, L.P., Farmee
Land	2/17/2009	Letter Agreement	LETTER AGREEMENT BY AND BETWEEN DAVIS OFFSHORE, L.P. AND LLOG EXPLORATION OFFSHORE, INC.
Land	3/6/2009	Letter Agreement	LETTER AGREEMENT BY AND BETWEEN SHELL OFFSHORE INC., LLOG EXPLORATION OFFSHORE, INC. AND DAVIS OFFSHORE, L.P.
Land	3/30/2009	PA	Participation Agreement dated March 30, 2009 between Helis Oil & Gas Company, L.L.C. , et al and Challenger Minerals Inc.
Land	3/30/2009	Joint Operating Agreement	Offshore Operating Agreement dated March 30 2009 between Helis Oil & Gas Company, L.L.C., Operator, and Houston Energy, LP, et al, Non-operators; as Ratified and Amended by Ratification And Amendment of Operating Agreement dated March 16, 2012
Land	3/30/2009	MOA	Memorandum of Offshore Operating Agreement and Financing Agreement dated March 30, 2009 between Helis Oil & Gas Company, L.L.C. et al
Land	12/14/2009	OPTION AGREEMENT	OPTION AGREEMENT b/b APACHE CORPORATIONand WALTER OIL & GAS CORPORATION, ET AL
Land	2/1/2010	FARMOUT AGREEMENT	FARMOUT AGREEMENT b/b APACHE CORPORATIONand WALTER OIL & GAS CORPORATION, ET AL
Land	3/30/2010	Marketing Election	Ship ShOperating Agreementl 252 Marketing Election Letter dated March 30, 2010 (Helis Oil & Gas Company, L.L.C.)
Land	2/1/2011	ABOS	Assignment and Conveyance, dated effective February 1, 2011, between Harrigan Energy Partners, Inc.,Assignor, and Chevron U.S.A. Inc <sup>^</sup> as Assignee, covering Assignor's right, title and interest in the Lease, together with Assignor's interest in certain wells, facilities; pipelines, equipment, contracts,, etc., all as more fully described therein.
Land	4/21/2011	PSA	Asset Purchase and Sale Agreement, dated April 21, 2011, but made effective February 1, 2011, between SabcoOil and Gas Corporation, as Seller, and Chevron U.S.A. Inc., as Purchaser, whereby Purchaser acquired 0.63149% of 0.83922% of 8/8ths of Seller's right title and interest in the Lease, together with Seller's interest in certain wells, facilities, pipelines, equipment, contracts, etc., all as more fully described therein.
Land	4/21/2011	ABOS	Assignment and BUI of.Sale, dated April 21, 2011, but made effective February 1, 2011, between Sabco Oil and Gas Corporation, as Assignor/and Chevron U.S.A. Inc., as Assignee, covering Assignor's right, title and interest in the Lease, together with Assignor's interest in certain wells, facilities, pipelines, equipment, contracts, etc., all as more fully described therein
Land	5/31/2011	Tolling Agreement	Tolling Agreement by and between Shell Offshore Inc, LLOG Exploration Offshore, Inc and Davis Offshore L.P. dated 31 May 2011 and as extended by (a) 1st Extension dated 30 Jun 2012 (b) 2nd Extension dated 30 Sept 2012
Land	6/3/2011	Notice	Apache Notice Letter, dated June 3, 2011, non-consented EB 159 #A-9 Well, Thru Tubing Gravel Pack GM 2-2.
Land	8/1/2011	ABOS	ABOS eff. 8-1-2011 b/b XTO Offshore Inc. ("Assingor") and Dynamic Offshore Resources, LLC ("Assignee")
Land	8/25/2011	PARTICIPATION AGREEMENT	PARTICIPATION AGREEMENT b/b APACHE CORPORATIONand CASTEX OFFSHORE, INC., ET AL
Land	3/20/2012	Notice	Chevron's Notice to Apache Letter, dated March 20, 2012, EB 159 #A-IS Well (GM-2-2 Sand) conductor removal.
Land	4/27/2012	PHA	Production Handling Agreement dated August 1, 2009 between SPN Resources, LLC and Moreno Offshore Resources, L.L.C., Platform Owners, and Helis Oil & Gas Company, L.L.C., et al, Producers; as amended by agreement on April 27, 2012.
Land	5/1/2012	CONDENSATE TRANSPORT & SEPARATION AGREEMENT	CONDENSATE TRANSPORT & SEPARATION AGREEMENT b/b APACHE CORPORATIONand CASTEX OFFSHORE, INC., ET AL
Land	6/1/2012	PSA	Ratification of Purchase and Sale Agreement by Holders of Preferential Right to Purchase, dated effective June 1, 2012, between Key Production Company, Inc., as Seller, and Chevron U.S.A. Inc. and Dynamic Offshore Resources, LLC, as Preferential Right Purchasers, affecting that certain Purchase and Sale Agreement, dated June 27, 2012 but made effective June 1, 2012, between Key Production Company, Inc., as Seller, and Chevron U.S.A. Inc., as Buyer.
Land	6/1/2012	ABOS	Conveyance, Assignment and Bill of Sale, dated June 27, 2012 but made effective June 1, 2012, between Key Production Company, Inc., as Assignor, and Chevron U.S.A. be. and Dynamic Offshore Resources, LLC, as Assignees, covering an undivided 0.83922% right, title and interest in certain property described in Exhibit "A" attached thereto, assigning 75.247% thereof to Chevron (0.63149% net) and 24.753% thereof to Dynamic (0.207.73% net).

Land	6/27/2012	PSA	Purchase and Sale Agreement, dated June 27, 2012 but made effective June 1, 2012, between Key Production Company, Inc., as Seller, and Chevron U.S.A. Inc., as Buyer, covering all of Seller's right, title and interest in that certain Oil & Gas Lease bearing Serial No. OCS-G 448,1, ), together with Seller's interest in certain wells, facilities, pipelines, equipment contracts, etc, all as more fully described therein.
Land	8/1/2012	Throughput Capacity Lease Agreement	Fieldwood leases capacity to Arena for Barnacle Pipeline
Land	11/30/2012	Permit Agmt (incl Seismic)	Seismic Reprocessing and Data Use Agreement by and between Noble Energy, Inc and Apache Deepwater LLC dated 30 Nov 12
Land	2/6/2013	Letter Agreement	Letter Agreement by and between Shell Offshore Inc, LLOG Exploration Offshore, Inc and Davis Offshore L.P. dated 6 Feb 2013 re system upgrades
Land	3/15/2013	Exploration Venture	Exploration Venture for portions of VR 271 SM 87 by and between Fieldwood Energy Offshore LLC, Apache Corporation and Pisces Energy LLC
Land	5/1/2013	Transportation Agreement	Transportation Agreement by and between Dynamic Offshore Resources NS, LLC, W&T Offshore, Inc., Hall-Houston Exploration IV, L.P., GOM Offshore Exploration I, LLC and PetroQuest Energy, LLC
Land	7/1/2013	Acquisition	PURCHASE AND SALE AGREEMENT by and among APACHE CORPORATION, APACHE SHELF, INC., and APACHE DEEPWATER LLC collectively as the Sellers, and FIELDWOOD ENERGY LLC as Buyer and GOM SHELF LLC Dated as of July 18, 2013
Land	7/1/2013	Acquisition	Acquisition by and between Fieldwood Energy LLC and Callon Petroleum Operating Co.
Land	9/12/2013	Amendmnt of Exhibit "D" to Unit Operating Agreement	Amends U Operating Agreement dated 04/13/1984 as amended 09/08/2011
Land	9/30/2013	Acquisition	Purchased GOM Shelf as a company from Apache
Land	10/7/2013	Election Letter Agreement PL 13 007 ST2 Well	Election Letter Agreement by and between Fieldwood Energy LLC and Enven Energy Ventures LLC
Land	11/1/2013	Purchase & Sale Agreement	Purchase and Sale Agreement by and between Noble Energy, Inc, Anadarko Petroleum, Anadarko US Offshore Corp and Eni Petroleum US LLC dated 1 Nov 13 as amended 21 July 2016 (but effective 1 Oct 14)
Land	12/1/2013	Acquisition	Equity Purchase Agreement between Sandridge Energy, Inc., Sandridge Holdings, Inc. and Fieldwood Energy LLC: Fieldwood purchased all companies listed with their assets which included Offshore and SandRidge Legacy South Texas and South Louisiana assets.
Land	12/30/2013	Withdrawal Agreement	Withdrawal Agreement by and between Fieldwood Energy LLC and Chevron U.S.A. Inc.
Land	1/20/2014	Letter Agreement	Letter Agreement by and between Shell Offshore Inc, LLOG Exploration Offshore, Inc and Davis Offshore L.P. dated 20 Jan 2014 re settlement of real Operating Agreement
Land	3/1/2014	Acquisition	by and between Fieldwood Energy Offshore LLC and Black Elk Energy Offshore Operations, LLC: Leases where Fieldwood was the operator and Black Elk held interest. Exception is ST 53 where Black Elk was the Operator.
Land	4/16/2014	Settlement Agreement and Release	Settlement Agreement and Release - SS 198/VR 369/VR 408/ SP 8/13
Land	4/21/2014	Production Handling Agreement	For WD 27 "A" platform handling WD 28 production
Land	4/28/2014	Letter Agreement	Letter Agreement, dated April 28, 2014, between Chevron U.S.A. Inc. and Samson Contour Energy E&P, LLC, regarding Main Pass 77 Oil Imbalance Claim
Land	5/16/2014	Termination of Farmout Agreements	Terminates Farmouts dated 05.01.13 and 06.01.13
Land	6/1/2014	Acquisition	by and between Fieldwood Energy Offshore LLC and Davis Offshore L.P.
Land	6/1/2014	Acquisition	by and between Fieldwood Energy Offshore LLC, NW Pipeline, Inc. and Northwestern Mutual Life Ins. Co: HIPS 13-III
Land	7/25/2014	Amendment and Ratification of Production Handling Agreement	Amend PHA for WD 27 "A" platform handling WD 28 production dated 04/21/14
Land	8/5/2014	Purchase and Sale Agreement	Equity Purchase Agreement by and between Davis Petroleum Acquisition Corp, Davis Offshore Partners, LLC and Davis Offshore, L.P. and Fieldwood Energy Offshore dated 5 Aug 2014
Land	1/1/2015	Acquisition	by and between Fieldwood Energy SP LLC, Paul G. Hendershott and C. Gordon Lindsey: Conversion of NPI to ORI for the WD 79/80/85/86 - fields
Land	1/1/2015	Acquisition	by and between Fieldwood SD Offshore LLC, Unocal Pipeline Company and Union Oil Company of California : East Breaks 158/160 Fields
Land	1/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC UNOCAL, and Chevron U.S.A. Inc. : GOM NOJV - Grand Isle/West Delta etc.
Land	1/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC and Shell Offshore Inc.: Troika Unit - GC 244, 200, 201
Land	1/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC and Japex (U.S.) Corp.: WD 90 & WD 103
Land	1/1/2015	Assignment and Bill of Sale	by and between Fieldwood Energy SP LLC, Paul G. Hendershott and C. Gordon Lindsey, : Net Profits Interest
Land	1/1/2015	Confidential Mutual Release and Settlement Agreement	by and between Fieldwood Energy LLC, Fieldwood Energy Offshore LLC, Fieldwood Energy SP LLC, Paul G. Hendershott and C. Gordon Lindsey,
Land	1/1/2015	Overriding Royalty Assignment	by and between Fieldwood Energy Offshore LLC and Shell Offshore Inc: Overridign Royalty Assignment
Land	1/13/2015	Acquisition	by and between Fieldwood Onshore LLC and Energy XXI Onshore, LLC: relative to (1) the transfer and ownership of certain existing leasehold rights, (2) the acquisition of additional leasehold rights, (3) the conduct of a 3-D geophysical survey and (4) the drilling, completion and operation of oil and/or gas wells relative to the lands outlined in Red on Exhibit "B" (the "Contract Area").
Land	4/1/2015	Assignment of Operating Rights Interest in Oil & Gas Lease	by and between Fieldwood Energy Offshore LLC, Peregrine Oil & Gas, LLC RTR Fund I, L.P., and Hall-Houston Exploration II, L.P.: Assignment of Operating Rights Interest in Oil & Gas Lease - GA 151 Operating Rights
Land	4/1/2015	Production Handling Agreement	by and between Bandon Oil and Gas, LP, Tana Exploration Company LLC, CSL Exploration LLC, GCER Offshore LLC and W&T Offshore, INC.: PHA
Land	5/14/2015	ORRI	Assignment of Overriding Royalty Interest from Knight Resources, LLC, in favor of Stat Energy & Consulting, Inc. dated May 14, 2015
Land	5/14/2015	ORRI	Assignment of Overriding Royalty Interest from Knight Resources, LLC, in favor of James A. Bibby dated May 14, 2015
Land	5/14/2015	ORRI	Assignment of Overriding Royalty Interest from Knight Resources, LLC, in favor of Clifford T. Crowe dated May 14, 2015
Land	6/18/2015	Memorandum of Understanding	Pursuant to that certain assignment and bill of sale dated 01/01/2015



Land	6/18/2015	Memorandum of Understanding	Pursuant to that certain assignment and bill of sale dated 01/01/2015
Land	7/1/2015	Settlement Agreement and Release	by and between Fieldwood Energy LLC, Fieldwood Energy Offshore LLC, ENI Petroleum US LLC and ENI US Operating Co. Inc.: SS 249 D-S RIG Incident
Land	8/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc. : MP 77, 78 and VK 251, 252, 340 Fields
Land	8/12/2015	Pipeline Modification Agreement	Relative to pipelines near SS 208 Seg #1849 and #882
Land	9/1/2015	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and JOC Venture: JOC Venture withdrawal
Land	9/1/2015	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and JOC Venture: JOC Venture withdrawal
Land	9/1/2015	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and JOC Venture: JOC Venture withdrawal
Land	9/16/2015	Withdrawal Agreement	by and between Fieldwood Energy LLC and JOC Venture: JOC Venture withdrawal
Land	9/16/2015	Withdrawal Agreement	by and between Fieldwood Energy LLC and JOC Venture: JOC Venture withdrawal
Land	9/16/2015	Withdrawal Agreement	by and between Fieldwood Energy LLC and JOC Venture: JOC Venture withdrawal
Land	12/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC, ENI US Operating Inc, and ENI Petroleum US LLC: GA 151, SS 246, SS 247, SS 248, SS 249, SS 270, SS 271, VR 78, VR 313, WC 72, WC 100, WC 130
Land	12/1/2015	Release and Settlement Agreement	by and between Fieldwood Energy LLC, Fieldwood Energy Offshore LLC, ENI US Operating Inc. and ENI Petroleum US LLC: Release and Settlement Agreement
Land	12/18/2015	Well Operations Agreement	by and between Fieldwood Energy Offshore LLC, Fieldwood Energy SP LLC, Arena Energy, LP, Arena Energy GP, LLC and Arena Energy Offshore, LP : WD 86 B-3 well
Land	3/14/2016	Completions Letter Agreement	by and between Fieldwood Energy Offshore LLC and Whitney Oil & Gas, LLC: SP #37 #3 well dually completed and no longer economic for Fieldwood
Land	4/1/2016	Divestiture	by and between Fieldwood Energy Offshore LLC and Whitney Oil & Gas, LLC: Assignment of interest in the SP 37#3 J1 and J2 sands
Land	4/1/2016	Second Amendment of Production Handling Agreement	by and between Fieldwood Energy Offshore LLC and Walter Oil & Gas Corporation : Second Amendment of Production Handling Agreement - East Breaks 165 A Platform
Land	4/25/2016	Release and Settlement Agreement	by and between Fieldwood Energy LLC, Peregrine Oil & Gas, LP and Peregrine Oil & Gas II, LLC: Release and Settlement Agreement
Land	7/1/2016	Acquisition	by and between Fieldwood Energy Offshore LLC and JOC Venture: SS 246 JOC Withdrawal
Land	7/1/2016	Assignment and Bill of Sale	by and between Fieldwood Energy LLC and All Aboard Development Corporation: Assignment All Aboard to Fieldwood
Land	7/1/2016	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and JOC Venture: ABOS pursuant to JOC Venture withdrawal
Land	8/8/2016	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and JOC Venture: JOC Venture Withdrawal
Land	9/13/2016	Agreement for Payment of Insurance Charges	by and between Fieldwood Energy LLC and Monforte Exploration L.L.C.: Fieldwood agrees to pay Monforte's insurance charges
Land	12/14/2016	Surrender of Interest Agreement	by and between Fieldwood Energy LLC and All Aboard Development Corporation: All Aboard Development Corp. surrender of interest
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	3/1/2017	Reimbursement Agreement	by and between Fieldwood Energy LLC, W & T Offshore, Inc., Renaissance Offshore LLC, Transcontinental Gas Pipe Line and Chevron U.S.A. Inc.: Transco Facilities Subseq Modification - Shell owned ST 300 Platform
Land	3/1/2017	Reimbursement Agreement	by and between Fieldwood Energy LLC, W & T Offshore, Inc., Renaissance Offshore LLC, Transcontinental Gas Pipe Line and Chevron U.S.A. Inc.: Transco Facilities Subseq Modification - Shell owned ST 300 Platform
Land	3/30/2017	Letter of No Objection	Fieldwood agreed to COX request/letter of no objection to allow cox to produce its EI 64# 9 well. Fieldwood is the operator of SW/4 of EI 53
Land	1/1/2018	Acquisition	by and between Fieldwood Energy SP LLC and Knight Resources LLC: Acquisition of Knight's interest in the SS 252 #F-4
Land	1/2/2018	Letter Agreement	by and between Fieldwood Energy LLC and EXXI GOM, LLC: Governs participation in WD 73 C-27 McCloud drill well
Land	4/1/2018	Purchase and Sale Agreement	Purchase and Sale agreement by and between Fieldwood Energy LLC and Marathon Oil Company dated 20 June 2018 and effective 1 April 2018
Land	4/11/2018	F40 Cost Memorialization Agreement	by and between Fieldwood Energy LLC and EXXI GOM, LLC: WD 73 C-27 Well McCloud F-40 Reservoir memorialization of drilling costs, etc.

Land	4/11/2018	West Delta 73 C-27 "MCCLOUD" F-40 Sand Reservoir A	by and between Fieldwood Energy LLC and Energy XXI GOM, LLC: West Delta 73 C-27 "MCCLOUD" F-40 Sand Reservoir A - Letter Agreement
Land	5/21/2018	Consent to Assign	Consent to Assignment by and Between Fieldwood Energy, Noble Energy and Eni Petroleum 21 May 2018 governing transition from NBL to Fieldwood Ownership of Neptune
Land	5/22/2018	Consent to Assign	Consent to Assignment by and Between Fieldwood Energy, Noble Energy and Anadarko Petroleum Corporation dated 22 May 2018 governing transition from NBL to Fieldwood Ownership of Neptune
Land	8/1/2018	Acquisition	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech's Interest in the SS 271 Unit (SS 247,248,249)
Land	8/1/2018	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Withdraws from SS 271 Unit
Land	8/1/2018	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Assignment and Bill of Sale
Land	8/1/2018	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Assignment and Bill of Sale
Land	8/1/2018	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: ABOS pursuant to Entech Enterprises Withdrawal
Land	8/1/2018	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: ABOS pursuant to Entech Enterprises Withdrawal
Land	8/27/2018	Withdrawal & Settlement Agreement	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Withdrawal and settlement
Land	8/27/2018	Withdrawal & Settlement Agreement	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Withdrawal and settlement
Land	8/27/2018	Withdrawal & Settlement Agreement	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Enterprises withdrawal & settlement
Land	8/27/2018	Withdrawal & Settlement Agreement	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Enterprises withdrawal & settlement
Land	9/18/2018	Construction and Operating Agreement for the Interconnect Pipeline	
Land	12/5/2018	Escrow Agreement	Escrow Agreement by and between Anadarko Offshore LLC, Eni Petroleum US LLC and Noble Energy, Inc dated 5 December 2013 and amended by that first amendment dated 5 Dec 2018
Land	12/10/2018	Confidentiality Agreement	Confidentiality Agreement by and between Fieldwood Energy LLC and Exxon Mobil Corporation
Land	2/8/2019	Assignment and Bill of Sale	by and between Fieldwood Energy LLC and Richard Schmidt, as Trustee for the Black Elk Litigation Trust and the Black Elk Liquidating Trust: Pursuant to that certain Stipulation and Agreed Order including Terra Point Petroleum LLC
Land	3/19/2019	Confidentiality Agreement	Confidentiality Agreement by and between Fieldwood Energy LLC and ANKOR
Land	3/19/2019	Confidentiality Agreement	Confidentiality Agreement by and between Fieldwood Energy LLC and Sanare
Land	4/30/2019	CPHTA Extension Letter Agreement	by and between Fieldwood Energy Offshore LLC, ANKOR E&P Holding Corporation and Orinoco Natural Resources LLC :Ankors production from MC 21 processed at SP 60
Land	6/10/2019	Confidentiality Agreement	by and between Fieldwood Energy LLC and TRANSCONTINENTAL GAS PIPELINE COMPANY: Confidentiality Agreement:
Land	7/1/2019	Divestiture	by and between Fieldwood Energy LLC and Energy XXI GOM, LLC: Fieldwood Divestiture of WD 73 Field Interests in the F40 Sands
Land	7/1/2019	Farmout Agreement	By and between W & T Offshore, Inc. and Dynamic Offshore Resources NS, LLC and Peregrine Oil and Gas II, LLC and GOM Energy Venture I, LLC
Land	7/1/2019	Assignment and Bill of Sale	by and between Fieldwood Energy LLC and Energy XXI GOM, LLC: Assignment and Bill of Sale
Land	7/1/2019	Assignment and Bill of Sale	by and between Fieldwood Energy LLC and Energy XXI GOM, LLC: Assignment and Bill of Sale
Land	7/2/2019	Letter Agreement	By and between W & T Offshore, Inc. and Dynamic Offshore Resources NS, LLC and Peregrine Oil and Gas II, LLC and GOM Energy Venture I, LLC
Land	8/28/2019	CPHTA Extension Letter Agreement	Extension to 04/30/2019 Letter Agreement: Ankors production from MC 21 processed at SP 60
Land	11/1/2019	Amendment No. 3 to CPHYA, PHA and Transportation Agreement	by and between Fieldwood Energy Offshore LLC and Fieldwood Energy Offshore LLC as Processor and ANKOR Energy LLC, ANKOR E&P Holdings Corporation, KOA Energy LP and Sanare Energy Partners, LLC as Producer
Land	2/13/2020	CPHTA Subsea Tie-in Deadline Extension Letter Agreement	by and between Sanare Energy Partners, Fieldwood Energy LLC, ANKOR E&P Holdings Corporation and KOA Energy LP
Land	4/23/2020	CPHTA Subsea Tie-in Deadline Extension Letter Agreement	by and between Sanare Energy Partners, Fieldwood Energy LLC, ANKOR E&P Holdings Corporation and KOA Energy LP
Land	01/01/1994, 04/08/1994	Unit Operating Agreement	Unit Operating Agreement by and between CNG Producing Company, Columbia Gas Development Corporation, Total Minatome Corporation, Energy Development Corporation, Murphy Exploration and Production Company and Anadarko Petroleum Corporation; and Forest Oil Corporation and Timbuck Company/The Hat Creek Production Company, Limited Partnership (referred to as "Override Parties")
PHA SP 60F/MC 21	4/29/2005	CONSTRUCTION, PRODUCTION HANDLING AND TRANSPORTATION AGREEMENT	PHA by and between Fieldwood and ANKOR E&P HOLDINGS CORPORATION and ANKOR E&P HOLDINGS CORPORATION
PHA SM 278/SM 257	1/1/2008	PRODUCTION HANDLING AGMT	PHA by and between Fieldwood and HELIS OIL & GAS CO and HELIS OIL & GAS CO
LEASE OF PLATFORM SPACE	10/10/1984	Platform Space Rental Agreement SMI 268A Platform 10/01/2020 - 11/30/2021	A-LOPS-SM268A by and between Fieldwood and American Panther, LLC and American Panther, LLC
LEASE OF PLATFORM SPACE	10/25/1985	Lease of Platform Space	A-LOPS-WD86A by and between Fieldwood and Texas Eastern Transmission and Texas Eastern Transmission
LEASE OF PLATFORM SPACE	9/1/1997	09/01/2020 - 8/30/2021	A-LOPS-WD79A by and between Fieldwood and PANTHER AS CONTRACT OPERATOR FOR VENICE GATHERING SYSTEM and PANTHER AS CONTRACT OPERATOR FOR VENICE GATHERING SYSTEM
LEASE OF PLATFORM SPACE	1/1/2011	LEASE OF PLATFORM SPACE	BR1116-LOPS by and between Fieldwood and BRISTOW U.S. LLC and BRISTOW U.S. LLC
LEASE OF PLATFORM SPACE	11/1/2006	LEASE OF PLATFORM SPACE	ERA100-LOPS by and between Fieldwood and ERA Helicopters LLC and ERA Helicopters LLC
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-1 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-11 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-12 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-17 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-14 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-15 by and between Fieldwood and TAMPNET and TAMPNET

LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-15 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-21 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-27 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-26 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	9/1/1997	LEASE OF PLATFORM SPACE	VEN104-LOPS by and between Fieldwood and Panther as Contract Operator for Venice Gathering System and Panther as Contract Operator for Venice Gathering System
LEASE OF PLATFORM SPACE	4/15/1968	LEASE OF PLATFORM SPACE	KIN129-LOPS by and between Fieldwood and KINETICA DEEPWATER EXPRESS, LLC and KINETICA DEEPWATER EXPRESS, LLC
PRODUCTION HANDLING AGMT (JIB)-2	1/1/2007	PRODUCTION HANDLING AGREEMENT	PHA EI312-SM142 by and between Fieldwood and EPL OIL & GAS, LLC and EPL OIL & GAS, LLC
PRODUCTION HANDLING AGMT (JIB)-2	1/1/2007	PRODUCTION HANDLING AGREEMENT	PHA EI312-SM142 by and between Fieldwood and EPL OIL & GAS, LLC and EPL OIL & GAS, LLC
PRODUCTION HANDLING AGMT (JIB)-2	1/1/2007	PRODUCTION HANDLING AGREEMENT	PHA EI312-SM142 by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-4	8/14/1995	PRODUCTION HANDLING AGREEMENT	PHA SM280-SM268A by and between Fieldwood and MP GULF OF MEXICO, LLC and MP GULF OF MEXICO, LLC
PRODUCTION HANDLING AGMT (JIB)-4	8/14/1995	PRODUCTION HANDLING AGREEMENT	PHA SM280-SM268A by and between Fieldwood and MP GULF OF MEXICO, LLC and MP GULF OF MEXICO, LLC
PRODUCTION HANDLING AGMT (JIB)-4	8/14/1995	PRODUCTION HANDLING AGREEMENT	PHA SM280-SM268A by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-11	12/19/2003	PRODUCTION PROCESSING HANDLING AND OPERATING AGMT	PHA EI342C-EI342C by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-11	12/19/2003	PRODUCTION PROCESSING HANDLING AND OPERATING AGMT	PHA EI342C-EI342C by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-11	12/19/2003	PRODUCTION PROCESSING HANDLING AND OPERATING AGMT	PHA EI342C-EI342C by and between Fieldwood and TANA EXPLORATION COMPANY LLC and TANA EXPLORATION COMPANY LLC
PRODUCTION HANDLING AGMT (JIB)	1/31/2005	PRODUCTION HANDLING AGREEMENT(NEPTUNE)Swordfish Producers	VK826NEP by and between Fieldwood and Apache Deepwater LLC and Apache Deepwater LLC
PRODUCTION HANDLING AGMT (Non-Op)	7/18/2002	PRODUCTION HANDLING AGREEMENT	HI A-582 by and between Fieldwood and Cox Operating, LLC and Cox Operating, LLC
PRODUCTION HANDLING AGMT (Non-Op)	11/14/1996	PRODUCTION HANDLING AGREEMENT	EC 349 by and between Fieldwood and W & T Offshore, Inc. and W & T Offshore, Inc.
PRODUCTION HANDLING AGMT (Non-Op)		PRODUCTION HANDLING AGREEMENT	SS 315A3/ST 314 by and between Fieldwood and W & T Offshore, Inc. and W & T Offshore, Inc.
PRODUCTION HANDLING AGMT (Non-Op)		PRODUCTION HANDLING AGREEMENT	SS 315A3/ST 314 by and between Fieldwood and W & T Offshore, Inc. and W & T Offshore, Inc.
PRODUCTION HANDLING AGMT (Non-Op)	6/13/1996	PRODUCTION HANDLING AGREEMENT	SS 300 B/SS301 by and between Fieldwood and W & T Offshore, Inc. and W & T Offshore, Inc.
PRODUCTION HANDLING AGMT (Non-Op)	5/5/2009	PRODUCTION HANDLING AGREEMENT	SS 189 C-1 by and between Fieldwood and Walter Oil & Gas Corporation and Walter Oil & Gas Corporation
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	8/1/2005	Gas Gathering Agreement	DIGS Gaathering Agreement for Swordfish-Neptune by and between Fieldwood Energy LLC and DCP Midstream, Daulphin Island Gathering Partners and DCP Midstream, Daulphin Island Gathering Partners
Marketing Gas - Transport	8/1/2005	Gas Gathering Agreement	DIGS Gaathering Agreement for Swordfish-Neptune by and between Fieldwood Energy LLC and DCP Midstream, Daulphin Island Gathering Partners and DCP Midstream, Daulphin Island Gathering Partners
Marketing Gas - Transport	8/1/2005	Gas Gathering Agreement	DIGS Gaathering Agreement for Swordfish-Neptune by and between Fieldwood Energy LLC and DCP Midstream, Daulphin Island Gathering Partners and DCP Midstream, Daulphin Island Gathering Partners
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Texas Eastern and Texas Eastern
Marketing Gas - Transport	4/1/2020	IT Gathering	IT Gathering by and between Fieldwood Energy LLC and Kinetica Midstream Energy, LLC and Kinetica Midstream Energy, LLC
Marketing Gas - Transport	4/1/2020	IT Gathering	IT Gathering by and between Fieldwood Energy LLC and Kinetica Midstream Energy, LLC and Kinetica Midstream Energy, LLC
Marketing Gas - Transport	4/1/2020	IT Gathering	IT Gathering by and between Fieldwood Energy LLC and Kinetica Midstream Energy, LLC and Kinetica Midstream Energy, LLC
Marketing Gas - Transport	4/1/2020	IT Gathering	IT Gathering by and between Fieldwood Energy LLC and Kinetica Midstream Energy, LLC and Kinetica Midstream Energy, LLC
Marketing Gas - Transport	2/1/2019	Pool Agreement	Pool Agreement by and between Fieldwood Energy LLC and Gulf South Pipeline Company, LP and Gulf South Pipeline Company, LP
Marketing Gas - Transport	11/1/1995	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and HIGH ISLAND OFFSHORE SYSTEM, Ilc and HIGH ISLAND OFFSHORE SYSTEM, Ilc
Marketing Gas - Transport	11/1/1995	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and HIGH ISLAND OFFSHORE SYSTEM, Ilc and HIGH ISLAND OFFSHORE SYSTEM, Ilc
Marketing Gas - Transport	11/1/1995	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and HIGH ISLAND OFFSHORE SYSTEM, Ilc and HIGH ISLAND OFFSHORE SYSTEM, Ilc
Marketing Gas - Transport	11/1/1995	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and HIGH ISLAND OFFSHORE SYSTEM, Ilc and HIGH ISLAND OFFSHORE SYSTEM, Ilc
Marketing Gas - Transport	11/1/1995	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and HIGH ISLAND OFFSHORE SYSTEM, Ilc and HIGH ISLAND OFFSHORE SYSTEM, Ilc

Marketing Gas - Transport	11/1/1995	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and HIGH ISLAND OFFSHORE SYSTEM, llc and HIGH ISLAND OFFSHORE SYSTEM, llc
Marketing Gas - Transport	11/1/1995	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and HIGH ISLAND OFFSHORE SYSTEM, llc and HIGH ISLAND OFFSHORE SYSTEM, llc
Marketing Gas - Transport	11/1/1995	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and HIGH ISLAND OFFSHORE SYSTEM, llc and HIGH ISLAND OFFSHORE SYSTEM, llc
Marketing Gas - Transport	11/1/1995	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and HIGH ISLAND OFFSHORE SYSTEM, llc and HIGH ISLAND OFFSHORE SYSTEM, llc
Marketing Gas - Transport	11/1/1995	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and HIGH ISLAND OFFSHORE SYSTEM, llc and HIGH ISLAND OFFSHORE SYSTEM, llc
Marketing Gas - Transport	11/1/1995	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and HIGH ISLAND OFFSHORE SYSTEM, llc and HIGH ISLAND OFFSHORE SYSTEM, llc
Marketing Gas - Gathering	4/1/2020	IT Gathering	IT Gathering by and between Fieldwood Energy LLC and Kinetica Midstream Energy, LLC and Kinetica Midstream Energy, LLC
Marketing Gas - Gathering	4/1/2020	IT Gathering	IT Gathering by and between Fieldwood Energy LLC and Kinetica Midstream Energy, LLC and Kinetica Midstream Energy, LLC
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Kinetica Energy Express, LLC and Kinetica Energy Express, LLC
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Kinetica Energy Express, LLC and Kinetica Energy Express, LLC
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Kinetica Energy Express, LLC and Kinetica Energy Express, LLC
Marketing Gas - Transport	8/7/2009	IT Transport Contract - "IT Discount Life of Reserves"	Stingray - WC 485, WC 507 \$ .13 discount Life Of Reserve Dedicaiton by and between Fieldwood Energy LLC and Stingray Pipeline Company LLC (MCP Operating) and Stingray Pipeline Company LLC (MCP Operating)
Marketing Gas - Transport	10/1/2019	FT -2 Transport	FT -2 Transport by and between Fieldwood Energy LLC and Venice Gathering and Venice Gathering
Marketing Gas - Transport	12/1/2013	IT Gathering	IT Gathering Agreement by and between Fieldwood Energy LLC and High Point Gas Gathering, LLC and High Point Gas Gathering, LLC
Marketing Gas - Transport	4/1/2010	FT -2 Transport	FT -2 Transport by and between Fieldwood Energy Offshore, LLC and Nautilus Pipeline Company and Nautilus Pipeline Company
Marketing Gas - Transport	12/12/2013	IT Transport Contract	Searobin West Transprt, IT max rate - all receipt points by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/12/2013	IT PR Transport Contract	Searobin West PTR Transprt, max rate - all receipt points by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-Retrograde Transport	Searobin Retrograde contract. IT max rate by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-PTR Transport	Searobin East - PTR - Transport, IT max Rate. by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-PTR Transport	Searobin East - PTR - Transport, IT max Rate. by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-Transport	Searobin East - Transport, IT max Rate. by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-Transport	Searobin East - Transport, IT max Rate. by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-Transport	Searobin East - Transport, IT max Rate. by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-Transport	Searobin East - Transport, IT max Rate. by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-Retrograde -Flash-Transport	Searobin East - Rertrgrade-Flash- Transport, IT max Rate. by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-Retrograde -Flash-Transport	Searobin East - Rertrgrade-Flash- Transport, IT max Rate. by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-Retrograde -Flash-Transport	Searobin East - Rertrgrade-Flash- Transport, IT max Rate. by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Gathering	8/1/2018	IT Retrograde contractTransport Contract	IT Retrograde contractTransport Contract by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Gathering	8/1/2018	IT Retrograde contractTransport Contract	IT Retrograde contractTransport Contract by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Gathering	8/1/2018	IT Retrograde contractTransport Contract	IT Retrograde contractTransport Contract by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Gathering	8/1/2018	IT Retrograde contractTransport Contract	IT Retrograde contractTransport Contract by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	10/1/2011, disoucnet letter 9/16/2011	IT-PTR Transport plus discount letter letter	Searobin WestIT PTR Contract for Discount SMI 142 and SMI 140 by and between Fieldwood Energy Offshore, LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	10/1/2011	IT Transport Contract	Searobin West Pipeline - sandridge /Dynamic IT transport plus Discount letter for SMI 142 and SMI 40 by and between Fieldwood Energy Offshore, LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	10/1/2011	IT-Retrograde Transport	SearobinWest Pipeline - sandridge /Dynamic IT Retrograde by and between Fieldwood Energy Offshore, LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	8/1/2008	Gas Gathering Agreement-Amendment	DIGS Gaathering Agreement for Swordfish-Neptune - Amendment adds Burlington Resources WI by and between Fieldwood Energy LLC and DCP Midstream, Daulphin Island Gathering Partners and DCP Midstream, Daulphin Island Gathering Partners
Marketing Gas - Transport	8/1/2008	Gas Gathering Agreement-Amendment	DIGS Gaathering Agreement for Swordfish-Neptune - Amendment adds Burlington Resources WI by and between Fieldwood Energy LLC and DCP Midstream, Daulphin Island Gathering Partners and DCP Midstream, Daulphin Island Gathering Partners
Marketing Gas - Transport	8/1/2008	Gas Gathering Agreement-Amendment	DIGS Gaathering Agreement for Swordfish-Neptune - Amendment adds Burlington Resources WI by and between Fieldwood Energy LLC and DCP Midstream, Daulphin Island Gathering Partners and DCP Midstream, Daulphin Island Gathering Partners
Marketing Gas - Transport	8/1/2005	FT-2 (MP) Reserve Commitment Agreement	DIGP - FT2 & Reserve Dedication - Swordfish Neptune by and between Fieldwood Energy LLC and DCP Midstream, Daulphin Island Gathering Partners and DCP Midstream, Daulphin Island Gathering Partners
Marketing Gas - Transport	8/1/2005	FT-2 (MP) Reserve Commitment Agreement	DIGP - FT2 & Reserve Dedication - Swordfish Neptune by and between Fieldwood Energy LLC and DCP Midstream, Daulphin Island Gathering Partners and DCP Midstream, Daulphin Island Gathering Partners
Marketing Gas - Transport	8/1/2005	FT-2 (MP) Reserve Commitment Agreement	DIGP - FT2 & Reserve Dedication - Swordfish Neptune by and between Fieldwood Energy LLC and DCP Midstream, Daulphin Island Gathering Partners and DCP Midstream, Daulphin Island Gathering Partners

Marketing Gas - Transport	8/1/2005	FT-2 (MP) Reserve Commitment Agreement - Amendment	DIGP - FT2 & Reserve Dedication - Swordfish Neptune - Amendment Adds Burlington Resources WI; plus 2 more amendments Revising MDQ by and between Fieldwood Energy LLC and DCP Midstream, Daulphin Island Gathering Partners and DCP Midstream, Daulphin Island Gathering Partners
Marketing Gas - Transport	8/1/2005	FT-2 (MP) Reserve Commitment Agreement - Amendment	DIGP - FT2 & Reserve Dedication - Swordfish Neptune - Amendment Adds Burlington Resources WI; plus 2 more amendments Revising MDQ by and between Fieldwood Energy LLC and DCP Midstream, Daulphin Island Gathering Partners and DCP Midstream, Daulphin Island Gathering Partners
Marketing Gas - Transport	8/1/2005	FT-2 (MP) Reserve Commitment Agreement - Amendment	DIGP - FT2 & Reserve Dedication - Swordfish Neptune - Amendment Adds Burlington Resources WI; plus 2 more amendments Revising MDQ by and between Fieldwood Energy LLC and DCP Midstream, Daulphin Island Gathering Partners and DCP Midstream, Daulphin Island Gathering Partners
Marketing Gas - Transport	8/7/2009	IT Transport Contract - "IT Discount Life of Reserves"	Stingray - WC 485, WC 507 \$.13 discount Life Of Reserve Dedicaiton by and between Fieldwood Energy LLC and Stingray Pipeline Company LLC (MCP Operating) and Stingray Pipeline Company LLC (MCP Operating)
Marketing Gas-Transport	12/18/1997	FT - Transport	Venice Gatheing Firm Transport with Disount \$.05, WD 79 by and between Fieldwood Energy LLC and Venice Gathering System, L.L.C. and Venice Gathering System, L.L.C.
Marketing Gas-Transport	1/1/2001	FT - Transport	Venice Gatheing Firm transport Max rate WD 79 by and between Fieldwood Energy LLC and Venice Gathering System, L.L.C. and Venice Gathering System, L.L.C.
Marketing Gas-Gathering	11/1/2006	IT Transport	Venice Gathering, WD 39 Effective date 11/1/2006 WD 64 Effective 11/1/2010 by and between Fieldwood Energy LLC and Venice Gathering System, L.L.C. and Venice Gathering System, L.L.C.
Operating and Management Agreement	6/1/2015	Operating and Management Agreement Panther Operating Company (Third Coast)	Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System by and between Fieldwood Energy LLC and Panther Operating Company, LLC (Third Coast Midstream) and Panther Operating Company, LLC (Third Coast Midstream)
Operating and Management Agreement	6/1/2015	Operating and Management Agreement Panther Operating Company (Third Coast)	Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System by and between Fieldwood Energy LLC and Panther Operating Company, LLC (Third Coast Midstream) and Panther Operating Company, LLC (Third Coast Midstream)
Operating and Management Agreement	6/1/2015	Operating and Management Agreement Panther Operating Company (Third Coast)	Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System by and between Fieldwood Energy LLC and Panther Operating Company, LLC (Third Coast Midstream) and Panther Operating Company, LLC (Third Coast Midstream)
Operating and Management Agreement	6/1/2015	Operating and Management Agreement Panther Operating Company (Third Coast)	Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System by and between Fieldwood Energy Offshore LLC and Panther Operating Company, LLC (Third Coast Midstream) and Panther Operating Company, LLC (Third Coast Midstream)
Operating and Management Agreement	6/1/2015	Operating and Management Agreement Panther Operating Company (Third Coast)	Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System by and between Fieldwood Energy Offshore LLC and Panther Operating Company, LLC (Third Coast Midstream) and Panther Operating Company, LLC (Third Coast Midstream)
Operating and Management Agreement	1/17/1963	Conveyance and Operating Agreement Grand Chenier Separation Facilities Cameron Parish, Louisiana	Governs the Facility Operations and ownership. by and between Fieldwood Energy LLC and and
Operating and Management Agreement	1/17/1963	Conveyance and Operating Agreement Grand Chenier Separation Facilities Cameron Parish, Louisiana	Governs the Facility Operations and ownership. by and between Fieldwood Energy LLC and and
Operating and Management Agreement	1/17/1963	Conveyance and Operating Agreement Grand Chenier Separation Facilities Cameron Parish, Louisiana	Governs the Facility Operations and ownership. by and between Fieldwood Energy LLC and and
Operating and Management Agreement	1/1/2014 (Amends and supercedes the Construction and Operations Agreement dated June 1, 1972.	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Operating and Management Agreement	1/1/2014 (Amends and supercedes the Construction and Operations Agreement dated June 1, 1972.	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Operating and Management Agreement	1/1/2014 (Amends and supercedes the Construction and Operations Agreement dated June 1, 1972.	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Operating and Management Agreement	1/1/2014 (Amends and supercedes the Construction and Operations Agreement dated June 1, 1972.	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Operating and Management Agreement	1/1/2014 (Amends and supercedes the Construction and Operations Agreement dated June 1, 1972.	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement fo the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and
Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement fo the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and
Ownership and Operating Agreement	9/26/1982	Venice Dehydration Station Operations and Maintenance Agreement	Provides for the use of the Venice Dehydration Station by the Venice Dehydration Station Owners by and between Fieldwood Energy LLC and and



Service Agreement	11/1/2015	South Pass Dehydration Service Agreement as amended	Provides for certain monitoring, maintenance and repairs for the South Pass Dehydration Station on behalf of Owners by and between Fieldwood Energy LLC and Venice Energy Services Company LLC (Targa Resources) and Venice Energy Services Company LLC (Targa Resources)
Ownership and Operating Agreement	3/6/1974	Construction and Operating Agreement for Onshore Separation Facility Cameron Parish, Louisiana as amended	Provides for the construction and operation of the onshore separation facility which is connected to the facilities of Stingray Pipeline Company and which separates condensate from the natural gas injected into and transported by Stinray by and between Fieldwood Energy LLC and Stingray Pipeline Company LLC (MCP Operating) and Stingray Pipeline Company LLC (MCP Operating)
Ownership and Operating Agreement	3/6/1974	Construction and Operating Agreement for Onshore Separation Facility Cameron Parish, Louisiana as amended	Provides for the construction and operation of the onshore separation facility which is connected to the facilities of Stingray Pipeline Company and which separates condensate from the natural gas injected into and transported by Stinray by and between Fieldwood Energy LLC and Stingray Pipeline Company LLC (MCP Operating) and Stingray Pipeline Company LLC (MCP Operating)
Construction and Management Agreement	10/1/1981	Construction and Management Agreement South Pass West Delta Gathering System	Provides for the construction management of the Facility by and between Fieldwood Energy LLC and N/A and N/A
Construction and Management Agreement	10/1/1981	Construction and Management Agreement South Pass West Delta Gathering System	Provides for the construction management of the Facility by and between Fieldwood Energy LLC and N/A and N/A
Construction and Management Agreement	10/1/1981	Construction and Management Agreement South Pass West Delta Gathering System	Provides for the construction management of the Facility by and between Fieldwood Energy LLC and N/A and N/A
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Construction and Operating Agreement	10/22/1976	Agreement for the Construction and Operation of the Blue Water Gas Plant Acadia Parish, Louisiana	Processing of Owners' gas all in accordance with agreements by and between Fieldwood Energy LLC and EnLink Midstream Operating, LP and EnLink Midstream Operating, LP
Operating Agreement		Lateral Line Operating Agreement Between Apache Corporation and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned by High Island Offshore System. Theirs Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy LLC and and
Operating Agreement		Lateral Line Operating Agreement Between Apache Corporation and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned by High Island Offshore System. Theirs Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy LLC and and
Operating Agreement		Lateral Line Operating Agreement Between Apache Corporation and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned by High Island Offshore System. Theirs Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy LLC and and
Operating Agreement		Lateral Line Operating Agreement Between Dynamic Offshore Resources, LLC and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned by High Island Offshore System. Theirs Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy Offshore LLC and and
Operating Agreement		Lateral Line Operating Agreement Between Sandridge Offshore, LLC and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned by High Island Offshore System. Theirs Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy Offshore LLC and and
Operating Agreement		Lateral Line Operating Agreement Between Sandridge Offshore, LLC and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned by High Island Offshore System. Theirs Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy Offshore LLC and and
Construction, Ownership and Operating Agreement Amendment 2	2/25/2011	Amendment No. 2 Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline (Segment I) and EI Pipeline (Segment II) which was installed to connect the Barnacle Pipeline (the still in service portion what was formerly Bonito Pipeline) . by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Assignment		Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	The Barnacle Pipeline is comprised of the sections of the Bonito Pipeline System (Segments I and II), that remained in service after abandonment of Bonito Pipeline. All owners in the Bonito Pipeline assigned their respective interest to Apache (Fielwood) by and between Fieldwood Energy LLC and and
Operating Agreement	5/1/1996	Pipeline Operating Agreement	To provide for the use, maintenance, operation, administration and removal of the Seagate Pipeline. by and between Fieldwood Energy LLC / Fieldwood Energy Offshoe LLC and and
Operating Agreement	5/1/1996	Pipeline Operating Agreement	To provide for the use, maintenance, operation, administration and removal of the Seagate Pipeline. by and between Fieldwood Energy LLC / Fieldwood Energy Offshoe LLC and and
Operating Agreement	5/1/1996	Pipeline Operating Agreement	To provide for the use, maintenance, operation, administration and removal of the Seagate Pipeline. by and between Fieldwood Energy LLC / Fieldwood Energy Offshoe LLC and and
Oil Purchase and Sale Agreement/Transport	8/1/2018	Oil Purchase and Sale Agreement between Fieldwood Energy Offshore LLC and Poseidon Oil Pipeline Company LLC	Crude Oil Purchase and Sale/Transport by and between Fieldwood Energy LLC and Poseidon Oil Pipeline Company LLC and Poseidon Oil Pipeline Company LLC
Memorandum of Agreement	8/1/2020	Memorandum of Agreement Between Fieldwood Energy Offshore LLC and Poseidon Oil Pipeline Company LLC	Memorandum of Agreement by and between Fieldwood Energy LLC and Poseidon Oil Pipeline Company LLC and Poseidon Oil Pipeline Company LLC
Oil Gathering Agreement	6/1/2003	Oil Gathering Agreement Between Westport Resources Corporation Noble Energy Inc M	Crude Oil Transport. by and between Fieldwood Energy LLC and Manta Ray Gathering Co.,LLC and Manta Ray Gathering Co.,LLC



Oil Purchase and Sale Agreement/Transport	7/15/2003	Oil Purchase and Sale Agreement Between Westport Resources Corporation Mariner Energy Inc Noble Energy Inc and Poseidon Oil Pipeline Company LLC	Crude Oil Purchase and Sale/Transport by and between Fieldwood Energy LLC and Poseidon Oil Pipeline Company LLC and Poseidon Oil Pipeline Company LLC
Oil Gathering Agreement	7/1/2005	Oil Gathering Agreement	Crude Oil Transport. by and between Fieldwood Energy LLC and Main Pass Oil Gathering Company and Main Pass Oil Gathering Company
Oil Gathering Agreement	7/1/2005	Oil Gathering Agreement	Crude Oil Transport. by and between Fieldwood Energy LLC and Main Pass Oil Gathering Company and Main Pass Oil Gathering Company
Oil Gathering Agreement	7/1/2005	Oil Gathering Agreement	Crude Oil Transport. by and between Fieldwood Energy LLC and Main Pass Oil Gathering Company and Main Pass Oil Gathering Company
Reimbursement Agreement	1/21/2019	Pigging Service Reimbursement Agreement	Reimbursement Agreement by and between Fieldwood Energy LLC and Main Pass Oil Gathering LLC and Main Pass Oil Gathering LLC
Reimbursement Agreement	1/21/2019	Pigging Service Reimbursement Agreement	Reimbursement Agreement by and between Fieldwood Energy LLC and Main Pass Oil Gathering LLC and Main Pass Oil Gathering LLC
Reimbursement Agreement	1/21/2019	Pigging Service Reimbursement Agreement	Reimbursement Agreement by and between Fieldwood Energy LLC and Main Pass Oil Gathering LLC and Main Pass Oil Gathering LLC
Oil Transport	8/1/2009	High Island Pipeline System Throughput Capacity Lease Agreement	Oil Transport by and between Fieldwood Energy LLC and McMoRan Oil & Gas LLC and McMoRan Oil & Gas LLC
Oil Transport	8/1/2009	High Island Pipeline System Throughput Capacity Lease Agreement	Oil Transport by and between Fieldwood Energy LLC and McMoRan Oil & Gas LLC and McMoRan Oil & Gas LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement	2/10/2014	Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement	Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Company LLC and Transcontinental Gas Pipe Line Company LLC
Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement	2/10/2014	Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement	Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Company LLC and Transcontinental Gas Pipe Line Company LLC
Agreement For Measurement and Allocation of Condensate	7/1/2001	Central Texas Gathering System (1st) Amended and Restated Agreement for Measurement and Allocation of Condensate	Measurement and Allocation of Condensate by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Company LLC and Transcontinental Gas Pipe Line Company LLC
Agreement For Measurement and Allocation of Condensate	7/1/2001	Central Texas Gathering System (1st) Amended and Restated Agreement for Measurement and Allocation of Condensate	Measurement and Allocation of Condensate by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Company LLC and Transcontinental Gas Pipe Line Company LLC
Agreement For Measurement and Allocation of Condensate	7/1/2014	Central Texas Gathering System Second Amended and Restated Agreement for Measurement and Allocation of Condensate	Measurement and Allocation of Condensate by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Company LLC and Transcontinental Gas Pipe Line Company LLC
Agreement For Measurement and Allocation of Condensate	7/1/2014	Central Texas Gathering System Second Amended and Restated Agreement for Measurement and Allocation of Condensate	Measurement and Allocation of Condensate by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Company LLC and Transcontinental Gas Pipe Line Company LLC
Liquid Transportation	9/27/1993	Liquid Transportation Nouth High Island/Johnson Bayou, Markham Plant Tailgate, Bayou Black & Vermilion Separation Facility. Contract # 94 0674	Liquid Transpotation by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Corporation and Transcontinental Gas Pipe Line Corporation
Liquid Transportation	9/27/1993	Liquid Transportation Nouth High Island/Johnson Bayou, Markham Plant Tailgate, Bayou Black & Vermilion Separation Facility. Contract # 94 0674	Liquid Transpotation by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Corporation and Transcontinental Gas Pipe Line Corporation
Liquid Transportation	9/27/1993	Liquid Transportation Nouth High Island/Johnson Bayou, Markham Plant Tailgate, Bayou Black & Vermilion Separation Facility. Contract # 94 0674	Liquid Transpotation by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Corporation and Transcontinental Gas Pipe Line Corporation
Amendment Liquid Transportation	11/1/2007	Amendment to Liquid Transportation Agreement Between Transcontinental Gas Pipe Line Corporatio and Apache Corp Contract # 94 0674 001	Liquid Transpotation by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Corporation and Transcontinental Gas Pipe Line Corporation
Amendment Liquid Transportation	11/1/2007	Amendment to Liquid Transportation Agreement Between Transcontinental Gas Pipe Line Corporatio and Apache Corp Contract # 94 0674 001	Liquid Transpotation by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Corporation and Transcontinental Gas Pipe Line Corporation

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Oil Liquids Transportation for Grand Chenier Offshore Pipeline System	2/25/2010	Liquids Transportation Agreement No. 50031	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica Energy Express, LLC and Kinetica Energy Express, LLC
Oil Liquids Amendment No. 6	1/1/2007 Original Contract; Amendment Effective 1/1/2007	Amendment No. 6 to the Liquids Transportation Contract	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica Energy Express, LLC and Kinetica Energy Express, LLC
Oil Liquids Amendment No. 6	8/1/1992, Amendment Effective 1/1/2007	Amendment No. 6 to the Liquids Transportation Contract	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica Energy Express, LLC and Kinetica Energy Express, LLC
Oil Liquids Transportation	3/3/2011	Associated Liquids Transportation Agreement #117842	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica Deepwater Express, LLC and Kinetica Deepwater Express, LLC
Oil Liquids Transportation	3/3/2011	Associated Liquids Transportation Agreement #117842	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica Deepwater Express, LLC and Kinetica Deepwater Express, LLC
Oil Liquids Transportation	11/1/2012 Amendment Date: 8/1/2014	Amendment No. 1	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica Deepwater Express, LLC and Kinetica Deepwater Express, LLC
Oil Amendment transferring from Apache to Fieldwood Energy LLC	12/1/2013	Amendment	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Rate Amendment to Liquid Transportation Agreement	Amendment effective 1/1/2011	Agreement for the Allocation of Liquid Hydrocarbons at the Patterson Terminal effective 7/1/2007	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Rate Amendment to Liquid Transportation Agreement	Amendment effective 1/1/2011	Agreement for the Allocation of Liquid Hydrocarbons at the Patterson Terminal effective 7/1/2007	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Rate Amendment to Liquid Transportation Agreement	Amendment effective 1/1/2011	Agreement for the Allocation of Liquid Hydrocarbons at the Patterson Terminal effective 7/1/2007	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Rate Amendment to Liquid Transportation Agreement	Amendment effective 1/1/2011	Agreement for the Allocation of Liquid Hydrocarbons at the Patterson Terminal effective 7/1/2007	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Rate Amendment to Liquid Transportation Agreement	Amendment effective 1/1/2011	Agreement for the Allocation of Liquid Hydrocarbons at the Patterson Terminal effective 7/1/2007	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Rate Amendment to Liquid Transportation Agreement	Amendment effective 1/1/2011	Agreement for the Allocation of Liquid Hydrocarbons at the Patterson Terminal effective 7/1/2007	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Rate Amendment to Liquid Transportation Agreement	Amendment effective 1/1/2011	Agreement for the Allocation of Liquid Hydrocarbons at the Patterson Terminal effective 7/1/2007	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Liquid Handling Agreement	5/1/2008	Liquid Handling Agreement	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Amendment to Oil Liquid Handling Agreement	3/1/2011	Amendment	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Amendment to Oil Liquid Handling Agreement to transfer from Apache Shelf, Inc. to Fieldwood Energy LLC	11/1/2012 amended 12/1/2013	Amendment	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Liquids Agreement transferring from Apache Shelf, Inc. to Fieldwood Energy LLC	11/2/2010 amended effective 12/1/2014	Amendment	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Liquids Agreement transferring from Apache Shelf, Inc. to Fieldwood Energy LLC	11/2/2010 amended effective 12/1/2014	Amendment	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Liquids Agreement	11/1/2012	Associated Liquids Transportation Agreement Grand Chenier Terminal	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Liquids Agreement	11/1/2012	Associated Liquids Transportation Agreement Grand Chenier Terminal	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Liquids Separation and Stabilization Agreement	6/1/2014	Third Amendment to Liquids Separation and Stabilization Agreement	LSSA putting all Block on one contract by and between Fieldwood Energy Offshore LLC and Manta Ray Offshore Gathering Company, L.L.C. and Manta Ray Offshore Gathering Company, L.L.C.
Oil Liquids Separation and Stabilization Agreement	1/1/2015	Fourth Amendment to Liquids Separation and Stabilization Agreement	LSSA putting all Blocks on one contract by and between Fieldwood Energy Offshore LLC and Manta Ray Offshore Gathering Company, L.L.C. and Manta Ray Offshore Gathering Company, L.L.C.
Oil Liquids Separation and Stabilization Agreement	1/1/2015	Fourth Amendment to Liquids Separation and Stabilization Agreement	LSSA putting all Blocks on one contract by and between Fieldwood Energy Offshore LLC and Manta Ray Offshore Gathering Company, L.L.C. and Manta Ray Offshore Gathering Company, L.L.C.
Oil Liquids Transportation Agreement	1/1/2015	Second Amendment to Liquids Transportation Agreement	LTA by and between Fieldwood Energy Offshore LLC and Nautilus Pipeline Company, L.L.C. and Nautilus Pipeline Company, L.L.C.
Oil Liquids Transportation Agreement	5/1/2015	Amendment to Transportation Agreement	LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Transportation Agreement	5/1/2015	Transportation Agreement for Interruptible Service Under Rate Schedule ITS Between Sea Robin Pipeline Company, LLC and Fieldwood Energy LLC	Amendment No. 2 for LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Transportation Agreement	5/1/2015	Transportation Agreement for Interruptible Service Under Rate Schedule ITS Between Sea Robin Pipeline Company, LLC and Fieldwood Energy LLC	Amendment No. 2 by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Transportation Agreement	5/1/2015	Transportation Agreement for Interruptible Service Under Rate Schedule ITS Between Sea Robin Pipeline Company, LLC and Fieldwood Energy LLC	Amendment No. 2 for LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Transport	5/1/2015	Exhibit A for Transportation Agreement for Interruptible Service Under Rate Schedule ITS between Sea Robin Pipeline Company, LLC and Fieldwood Energy LLC	Amendment No. 2 for LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC

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Crude Sales	3/5/2014		Marathon Petroleum Corporation buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Marathon Petroleum Company LP and Marathon Petroleum Company LP
Crude Sales	3/5/2014		Marathon Petroleum Corporation buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Marathon Petroleum Company LP and Marathon Petroleum Company LP
Crude Sales	3/5/2014		Marathon Petroleum Corporation buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Marathon Petroleum Company LP and Marathon Petroleum Company LP
Crude Sales	3/5/2014		Marathon Petroleum Corporation buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Marathon Petroleum Company LP and Marathon Petroleum Company LP
Crude Sales	3/5/2014		Marathon Petroleum Corporation buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Marathon Petroleum Company LP and Marathon Petroleum Company LP
Crude Sales	3/5/2014		Marathon Petroleum Corporation buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Marathon Petroleum Company LP and Marathon Petroleum Company LP
Crude Sales	3/5/2014		Marathon Petroleum Corporation buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Marathon Petroleum Company LP and Marathon Petroleum Company LP
Crude Sales	3/5/2014		Marathon Petroleum Corporation buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Marathon Petroleum Company LP and Marathon Petroleum Company LP
Crude Sales	3/5/2014		Marathon Petroleum Corporation buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Marathon Petroleum Company LP and Marathon Petroleum Company LP
Crude Sales/Purchase	6/1/1998	Crude Oil Purchase and Sale Agreement	Producers sell Crude Oil to Questor and Questor purchases Crude Oil from Producers. Producers buy back a volume of Crude Oil at HIPS Segment III tie-in equal to their monthly production sold to Questor at the Platform. by and between Fieldwood Energy LLC and Questor Pipeline Venture and Questor Pipeline Venture
MARKETING - GAS PROCESSING	10/22/1976	CONSTRUCTION/OPERATING	Agreement for the Construction and Operation of the Blue Water Gas Plant, Acadia Parish, Louisiana by and between Fieldwood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator
MARKETING - GAS PROCESSING	7/1/2019	PROCESSING-FEE	between \$.15 /mmbtu to \$.10 /mmbtu depending on volume esc by and between Fieldwood Energy LLC and Arrowhead Louisiana Pipeline, LLC and Arrowhead Louisiana Pipeline, LLC
MARKETING - GAS PROCESSING	7/1/2019	PROCESSING-FEE	between \$.15 /mmbtu to \$.10 /mmbtu depending on volume esc by and between Fieldwood Energy LLC and Arrowhead Louisiana Pipeline, LLC and Arrowhead Louisiana Pipeline, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	8/1/2009	PROCESSING-Greater of Fee or POL	80%/20% POL with a minimum \$.13 /MMBtu by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services
MARKETING - GAS PROCESSING	12/1/2010	1st AMENDMENT	80%/20% POL with a minimum \$.13 /MMBtu by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services
MARKETING - GAS PROCESSING	11/5/2004	LETTER AGREEMENT- PROCESSING-FEE	PTR KEEP WHOLE -fee=\$.06 /MMBtu - no liquids received by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services
MARKETING - GAS PROCESSING	2/1/2004	LETTER AGREEMENT- PROCESSING-FEE	PTR KEEP WHOLE -fee=\$.06 /MMBtu - no liquids received by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services
MARKETING - GAS PROCESSING	9/1/2004	1st AMENDMENT PROCESSING-FEE	PTR KEEP WHOLE -fee=\$.06 /MMBtu - no liquids received by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services
MARKETING - GAS PROCESSING	8/1/2004	LETTER AGREEMENT- PROCESSING-FEE	PTR KEEP WHOLE -fee=\$.06 /MMBtu - no liquids received by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services
MARKETING - GAS PROCESSING	8/1/2005	GAS PROCESSING / CONDITIONING AGREEMENT	GPM: <2=80%, 2-3=82.5%, >3=85% by and between Fieldwood Energy LLC and DCP Midstream, DCP Mobile Bay Processing, LLC and DCP Midstream, DCP Mobile Bay Processing, LLC
MARKETING - GAS PROCESSING	8/1/2005	GAS PROCESSING / CONDITIONING AGREEMENT	GPM: <2=80%, 2-3=82.5%, >3=85% by and between Fieldwood Energy LLC and DCP Midstream, DCP Mobile Bay Processing, LLC and DCP Midstream, DCP Mobile Bay Processing, LLC
MARKETING - GAS PROCESSING	1/8/2019	GAS PROCESSING AGREEMENT-FEE	\$.16 /MMBTU (esc) plus electricity fee by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/8/2019	GAS PROCESSING AGREEMENT-FEE	\$.16 /MMBTU (esc) plus electricity fee by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	5/1/2009	PROCESSING AGREEMENT-GREATER of Fee or POL	92/8% or \$.08/MMBtu by and between Fieldwood Energy LLC and Plains Gas Solutions, LLC. and Plains Gas Solutions, LLC.
MARKETING - GAS PROCESSING	6/29/2010	PROCESSING AGREEMENT AMENDMENT- GREATER of Fee or POL	92/8% or \$.08/MMBtu by and between Fieldwood Energy LLC and Plains Gas Solutions, LLC. and Plains Gas Solutions, LLC.
MARKETING - GAS PROCESSING	10/1/2010	PROCESSING AGREEMENT-GREATER of Fee or POL	GPM; <1.25 = 15%, 1.25 - 2.5 = 12.5%, >2.5 = 10% by and between Fieldwood Energy LLC and Plains Gas Solutions, LLC. and Plains Gas Solutions, LLC.



MARKETING - GAS PROCESSING	11/1/2010	PROCESSING AGREEMENT- 1ST AMENDMENT-GREATER OF Fee or POL	GPM; <1.25 = 15%, 1.25 - 2.5 = 12.5%, >2.5 = 10% by and between Fieldwood Energy LLC and Plains Gas Solutions, LLC. and Plains Gas Solutions, LLC.
MARKETING - GAS PROCESSING	7/24/2012	PROCESSING AGREEMENT- 2ND AMENDMENT-GREATER OF Fee or POL	GPM; <1.25 = 15%, 1.25 - 2.5 = 12.5%, >2.5 = 10% by and between Fieldwood Energy LLC and Plains Gas Solutions, LLC. and Plains Gas Solutions, LLC.
MARKETING - GAS PROCESSING	7/1/2011	GAS PROCESSING AGREEMENT	92% / 8% by and between Fieldwood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator
MARKETING - GAS PROCESSING	1/1/2012	FIRST AMENDMENT - GAS PROCESSING AGREEMENT	92% / 8% by and between Fieldwood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator
MARKETING - GAS PROCESSING	7/1/2011	GAS PROCESSING AGREEMENT	92% / 8% by and between Fieldwood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator
MARKETING - GAS PROCESSING	1/19/2012	FIRST AMENDMENT - GAS PROCESSING AGREEMENT	92% / 8% by and between Fieldwood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator
MARKETING - GAS PROCESSING	1/19/2012	GAS PROCESSING AGREEMENT-POL	92% / 8% by and between Fieldwood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator
MARKETING - GAS PROCESSING	1/19/2012	GAS PROCESSING AGREEMENT-POL	92% / 8% by and between Fieldwood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator
MARKETING - GAS PROCESSING	2/17/2014	FIRST AMENDMENT TO GAS PROCESSING AGREEMENT	92% / 8% by and between Fieldwood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator
MARKETING - GAS PROCESSING	2/17/2014	FIRST AMENDMENT TO GAS PROCESSING AGREEMENT	92% / 8% by and between Fieldwood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator
MARKETING - GAS PROCESSING	11/9/2004	GAS PROCESSING AGREEMENT	85/15% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/8/2007	FIRST AMENDMENT TO GAS PROCESSING AGREEMENT	85/15% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	4/1/2010	GAS PROCESSING AGREEMENT	85/15% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/12/2011	GAS PROCESSING AGREEMENT	85/15% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	4/1/2011	GAS PROCESSING AGREEMENT	85/15% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	3/16/2004	GAS PROCESSING AGREEMENT	87/13% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	3/16/2004	GAS PROCESSING AGREEMENT	87/13% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	3/1/2005	FIRST AMENDMENT TO GAS PROCESSING AGREEMENT	87/13% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	3/1/2005	FIRST AMENDMENT TO GAS PROCESSING AGREEMENT	87/13% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/1/2009	THIRD AMENDMENT TO GAS PROCESSING AGREEMENT	87/13% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/1/2009	THIRD AMENDMENT TO GAS PROCESSING AGREEMENT	87/13% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	7/1/1970	CONSTRUCTION/OPERATING (NI)	Agreement for the Construction and Operation of the Toca Gas Processing Plant, St. Bernard Parish, Louisiana by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	7/1/1970	CONSTRUCTION/OPERATING (NI)	Agreement for the Construction and Operation of the Toca Gas Processing Plant, St. Bernard Parish, Louisiana by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	7/25/2014	RATIFICATION AND ADOPTION OF C&O AGREEMENT	Ratification to the Agreement for the Construction and Operation of the Toca Gas Processing Plant, St. Bernard Parish, Louisiana by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	7/25/2014	RATIFICATION AND ADOPTION OF C&O AGREEMENT	Ratification to the Agreement for the Construction and Operation of the Toca Gas Processing Plant, St. Bernard Parish, Louisiana by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/1/1998	GAS PROCESSING AGREEMENT-AMENDMENT- POL	POL= 85%/15% by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	1/1/1998	GAS PROCESSING AGREEMENT-AMENDMENT- POL	POL= 85%/15% by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	5/1/2010	GAS PROCESSING AGREEMENT-AMENDMENT- POL	POL= 85%/15% by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	5/1/2010	GAS PROCESSING AGREEMENT-AMENDMENT- POL	POL= 85%/15% by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	5/1/2011	GAS PROCESSING AGREEMENT-AMENDMENT- POL	POL= 85%/15% by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	5/1/2011	GAS PROCESSING AGREEMENT-AMENDMENT- POL	POL= 85%/15% by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	9/1/2005	POL -GAS PROCESSING AGREEMENT	POL DEPENDENT ON GPM by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	9/1/2005	POL -GAS PROCESSING AGREEMENT	POL DEPENDENT ON GPM by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	9/1/2006	POL -GAS PROCESSING AGREEMENT	POL= 85%/15% by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	9/1/2011	POL -GAS PROCESSING AGREEMENT-AMENDMENT	POL DEPENDENT ON GPM PLU FEE - 77%/23% -\$.12026 by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	3/15/2020	GREATER OF FEE OR POL - GAS PROCESSING AGREEMENT	GREATER OF FEE OR POL 85%/15% OR \$.15 / MMBTU PLUS dgs FEE by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	1/1/2012	FEE GAS PROCESSING AGREEMENT	FEE - .08005 /MCF (SUBJECT TO gdp (NEVER LESS THAT .075 OR GRATER THAN \$.12 /MCF by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/1/2012	FEE GAS PROCESSING AGREEMENT	FEE - .08005 /MCF (SUBJECT TO gdp (NEVER LESS THAT .075 OR GRATER THAN \$.12 /MCF by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	8/1/2009	FEE GAS PROCESSING AGREEMENT	FEE - .0800 PER mcf by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	8/1/2009	FEE GAS PROCESSING AGREEMENT	FEE - .0800 PER mcf by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	8/1/2009	FEE GAS PROCESSING AGREEMENT	FEE - .0800 PER mcf by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC

MARKETING - GAS PROCESSING	8/1/2009	FEE GAS PROCESSING AGREEMENT	FEE - .0800 PER mcf by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	8/1/2009	FEE GAS PROCESSING AGREEMENT	FEE - .0800 PER mcf by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/18/2012	FEE GAS PROCESSING AGREEMENT - AMENDMENT	FEE - .0800 PER MCF - ESCALATOR ADDED by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/18/2012	FEE GAS PROCESSING AGREEMENT - AMENDMENT	FEE - .0800 PER MCF - ESCALATOR ADDED by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/18/2012	FEE GAS PROCESSING AGREEMENT - AMENDMENT	FEE - .0800 PER MCF - ESCALATOR ADDED by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/18/2012	FEE GAS PROCESSING AGREEMENT - AMENDMENT	FEE - .0800 PER MCF - ESCALATOR ADDED by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/18/2012	FEE GAS PROCESSING AGREEMENT - AMENDMENT	FEE - .0800 PER MCF - ESCALATOR ADDED by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	10/1/2012	POL- GAS PROCESSING AGREEMENT	pol 85% 15% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	10/1/2012	Gas processing Raw make purchase	Gas processing Raw make purchase by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
Environmental/Govt	6/24/2019	Master Services Contract	– IT and Consulting Support for the HWCG - Fieldwood Portal for Various Exercises
Environmental/Govt	10/2/2019	Software License Agreement	IT and Consulting Support for the HWCG - Fieldwood Portal for Various Exercises
Environmental/Govt	11/19/2018	Master Service Contract	Regulatory
Environmental/Govt	11/1/2013	Master Services Contract	Platform Audits / BSEE Drawings
Environmental/Govt	10/30/2019	Master Client Agreement	Industry Standards, Analytics, and Research / Subscription Service
Environmental/Govt	11/15/2019	Order Form	Industry Standards, Analytics, and Research / Subscription Service
Land	4/1/1981	Unit Agreement No. 14-08-001-20231	Unit Agreement for the C-6/JS Sand, effective April 1,1981, between. Arco Oil and Gas,Company;Getty Oil Company, Cities Service Company, Hamilton Brothers Oil Company, Mobil Oil. Exploration &>. Producing S.E. Inc., Gulf Oil Corporation, Hunt Oil Company, Highland Resources, Inc., Hunt; Industries, and Prosper Energy Corporation.; Unit No. 891020231

None

Cash and other balances to be determined at effective date

**Surety Bonds in favor of FWE Survivor:**

DATE	BOND NO.	Amount	Lease	PARTIES	SURETY	BENEFICIARY
10/17/18	SUR0049418	\$631,130	ROW OCS-G16039	Talos Gulf Coast Offshore LLC; W&TOffshore Inc.; Bandon Oil and Gas, LP	Argonaut Insurance Company	Bandon Oil and Gas, LP
10/17/18	SUR0049419	\$3,455,326	OCS-G 11881	Talos Gulf Coast Offshore LLC; W&TOffshore Inc.; Bandon Oil and Gas, LP	Argonaut Insurance Company	Bandon Oil and Gas, LP
2/13/18	1149839	\$500,000	OCS-G19760	Northstar Offshore Ventures LLC	Lexon Insurance Company	Fieldwood Energy LLC
2/13/18	1149840	\$50,000	OCS-G19761	Northstar Offshore Ventures LLC	Lexon Insurance Company	Fieldwood Energy LLC

**Exhibit 5A**

*Attachment to Plan of Merger (Exhibit 5)*

**Certificate of Merger (TX) (FWE)**

**CERTIFICATE OF MERGER  
(DOMESTIC ENTITY DIVISIONAL MERGER)  
OF  
FIELDWOOD ENERGY LLC**

**[●], 2021**

Pursuant to Title 1, Chapter 10 and Title 3 of the Texas Business Organizations Code (the “TBOC”), the undersigned, Fieldwood Energy, LLC, a Texas limited liability company (“FWE”), submits this certificate of merger for the purpose of dividing itself into a surviving domestic entity and one new domestic entity, and hereby certifies the following:

FIRST: The name of the domestic filing entity that is dividing itself is Fieldwood Energy, LLC.

SECOND: The principal place of business of FWE is 2000 W Sam Houston Pkwy S #1200, Houston, TX 77042.

THIRD: The filing number issued to FWE by the Secretary of State of the State of Texas is [●]<sup>1</sup>.

FOURTH: FWE is organized as a limited liability company.

FIFTH: FWE shall survive the merger and shall maintain its separate existence and continue as a filing entity under the name “Fieldwood Energy III LLC” (“FWE III”).

SIXTH: In lieu of providing the plan of merger, the filing entity certifies that:

(i) An executed copy of the Agreement and Plan of Merger, dated as of [●], 2021 (the “Plan of Merger”), of FWE is on file at the principal place of business of each surviving and new domestic entity provided in this form.

(ii) On written request, a copy of the Plan of Merger will be furnished without cost by each surviving or new domestic entity to any member of any domestic entity that is a party to or created by the Plan of Merger, and any creditor or obligee of the parties to the merger at the time of the merger if a liability or obligation is then outstanding.

SEVENTH: The certificate of formation of FWE shall continue to be the certificate of formation of FWE following the merger, provided that the certificate of formation of FWE shall be amended to change the name of such entity to “Fieldwood Energy III, LLC”.

EIGHTH: The name, jurisdiction of organization, principal place of business address, and entity description of the entity to be created pursuant to the plan of merger are set forth

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<sup>1</sup> **Note to Draft:** to be assigned upon conversion of FWE to a Texas LLC.



below. The certificate of formation of the new domestic filing entity to be created is being filed with this certificate of merger.

Name: Fieldwood Energy I LLC

Entity Description: limited liability company

Jurisdiction of Organization: Texas

Principal place of business: [●].

NINTH: The Plan of Merger has been approved, adopted, certified, executed and acknowledged as required by the TBOC and the governing documents of the filing entity.

TENTH: This document shall be effective when the document is accepted and filed by the Secretary of State of the State of Texas.

ELEVENTH: In lieu of providing the tax certificate, FWE III shall continue to be liable for the payment of all required franchise taxes of FWE III.

\* \* \* \* \*

IN WITNESS WHEREOF, the undersigned has caused this certificate of merger to be duly executed as of the date first set forth above.

**FIELDWOOD ENERGY, LLC**  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit 5B**

*Attachment to Plan of Merger (Exhibit 5)*

**Certificate of Formation (TX) (Fieldwood Energy I LLC)**

**Form 205  
(Revised 05/11)**

Submit in duplicate to:  
 Secretary of State  
 P.O. Box 13697  
 Austin, TX 78711-3697  
 512 463-5555  
 FAX: 512 463-5709  
**Filing Fee: \$300**



This space reserved for office use.

## Certificate of Formation Limited Liability Company

### Article 1 – Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

FIELDWOOD ENERGY I LLC

The name must contain the words “limited liability company,” “limited company,” or an abbreviation of one of these phrases.

### Article 2 – Registered Agent and Registered Office

(See instructions. Select and complete either A or B and complete C.)

☒ A. The initial registered agent is an organization (cannot be entity named above) by the name of:

CAPITOL CORPORATE SERVICES, INC.

OR

☐ B. The initial registered agent is an individual resident of the state whose name is set forth below:

<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>
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C. The business address of the registered agent and the registered office address is:

206 E. 9TH STREET, SUITE 1300	AUSTIN	TX	78701
<i>Street Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>

### Article 3—Governing Authority

(Select and complete either A or B and provide the name and address of each governing person.)

☒ A. The limited liability company will have managers. The name and address of each initial manager are set forth below.

☐ B. The limited liability company will not have managers. The company will be governed by its members, and the name and address of each initial member are set forth below.

#### GOVERNING PERSON 1

**NAME** (Enter the name of either an individual or an organization, but not both.)

**IF INDIVIDUAL**

<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>
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**OR**

**IF ORGANIZATION**

*Organization Name*

**ADDRESS**

<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Country</i>	<i>Zip Code</i>
----------------------------------	-------------	--------------	----------------	-----------------

<b>GOVERNING PERSON 2</b>				
<b>NAME</b> (Enter the name of either an individual or an organization, but not both.)				
<b>IF INDIVIDUAL</b>				
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
<b>OR</b>				
<b>IF ORGANIZATION</b>				
<i>Organization Name</i>				
<b>ADDRESS</b>				
<i>Street or Mailing Address</i>		<i>City</i>	<i>State</i>	<i>Country Zip Code</i>

<b>GOVERNING PERSON 3</b>				
<b>NAME</b> (Enter the name of either an individual or an organization, but not both.)				
<b>IF INDIVIDUAL</b>				
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
<b>OR</b>				
<b>IF ORGANIZATION</b>				
<i>Organization Name</i>				
<b>ADDRESS</b>				
<i>Street or Mailing Address</i>		<i>City</i>	<i>State</i>	<i>Country Zip Code</i>

### Article 4 – Purpose

The purpose for which the company is formed is for the transaction of any and all lawful purposes for which a limited liability company may be organized under the Texas Business Organizations Code.

### Supplemental Provisions/Information

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

The entity is formed pursuant to a plan of merger. The name of the merging entity is Fieldwood Energy LLC.

The address of the converting entity is 2000 W. Sam Houston Pkwy. S., Suite 1200, Houston, Texas 77042.

The merging entity was formed on 11/5/2012 under the laws of the State of Delaware, USA.

The merging entity was previously a Delaware limited liability company. The merger entity converted to a Texas limited liability company on [ ]/[ ]/2021.

## Organizer

The name and address of the organizer:

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Street or Mailing Address*

\_\_\_\_\_  
*City*

\_\_\_\_\_  
*State    Zip Code*

### Effectiveness of Filing (Select either A, B, or C.)

A. ☐ This document becomes effective when the document is filed by the secretary of state.

B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: \_\_\_\_\_

C. ☒ This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90<sup>th</sup> day after the date of signing is: \_\_\_\_\_

The following event or fact will cause the document to take effect in the manner described below:

the filing of the certificate of merger of Fieldwood Energy LLC with the Secretary of State of Texas.

## Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of organizer

\_\_\_\_\_  
Printed or typed name of organizer

**Print**

**Reset**



**Exhibit 6**

**Fieldwood Energy I LLC Agreement**

**LIMITED LIABILITY COMPANY AGREEMENT**

**OF**

**FIELDWOOD ENERGY I LLC**

*(a Texas Limited Liability Company)*

**[•], 2020**

**THE MEMBERSHIP INTERESTS REFERENCED IN THIS LIMITED LIABILITY COMPANY AGREEMENT HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY APPLICABLE STATE SECURITIES LAWS. SUCH MEMBERSHIP INTERESTS MAY NOT BE SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR EXEMPTION THEREFROM, AS WELL AS COMPLIANCE WITH THE OTHER SUBSTANTIAL RESTRICTIONS ON TRANSFERABILITY THAT ARE SET FORTH HEREIN.**

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## LIMITED LIABILITY COMPANY AGREEMENT OF FIELDWOOD ENERGY I LLC

This Limited Liability Company Agreement of Fieldwood Energy I LLC, a Texas limited liability company (the “**Company**”), dated as of [●], 2020 (this “**Agreement**”), is entered into by and among the Company, the Initial Member<sup>1</sup> executing this Agreement as of the date hereof, and each other Person who after the date hereof becomes a Member of the Company and becomes a party to this Agreement by executing a joinder agreement in form and substance acceptable to the Company. Capitalized terms not defined where used in this Agreement shall have the meanings assigned to such terms in ARTICLE I of this Agreement.

### RECITALS

**WHEREAS**, the Company was formed under the laws of the State of Texas by the filing of a Certificate of Formation with the Secretary of State of the State of Texas on [●], 2020 (the “**Certificate of Formation**”) for the purposes set forth in Section 2.05 of this Agreement;

**WHEREAS**, pursuant to and in accordance with the Confirmation Order and the Term Sheet, respectively, and as a result of a divisive merger pursuant to § 10.008 of the BOC, the Company will own (i) the Legacy Apache Properties subject to the operational liabilities in connection therewith, including plugging and abandonment and decommissioning liabilities relating to the Legacy Apache Properties, and (ii) the equity interests of GOM Shelf;

**WHEREAS**, in accordance with the Term Sheet, [●] has been appointed to serve as the initial Independent Director of the Company in accordance with this Agreement; and

**WHEREAS**, the Initial Member wishes to enter into this Agreement to set forth the terms and conditions governing the operation and management of the Company;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I DEFINITIONS

**Section 1.01 Definitions.** Capitalized terms used herein and not otherwise defined shall have the meanings set forth in this Section 1.01:

“**Acceptance Notice**” has the meaning set forth in Section 7.09.

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<sup>1</sup> NTD: Please confirm identity of Initial Member and the equity holders of the Initial Member.



**“Adjusted Capital Account Deficit”** means, with respect to any Member, the deficit balance, if any, in such Member’s Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(a) crediting to such Capital Account any amount that such Member is obligated to restore or is deemed to be obligated to restore pursuant to Treasury Regulations Sections 1.704-1(b)(2)(ii)(c), 1.704-2(g)(1) and 1.704-2(i); and

(b) debiting to such Capital Account the items described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

**“Adjusted Taxable Income”** of a Member, or if the Member is disregarded for U.S. federal income tax purposes, the members or beneficiaries of such Member, for a Fiscal Year (or portion thereof) with respect to the Membership Interest held by such Member means the federal taxable income allocated by the Company to the Member with respect to its Membership Interest (as adjusted by any final determination in connection with any tax audit or other proceeding) for such Fiscal Year (or portion thereof); provided, that such taxable income shall be computed (i) minus any excess taxable loss of the Company for any prior period allocable to such Member with respect to its Membership Interest that were not previously taken into account for purposes of determining such Member’s Adjusted Taxable Income in a prior Fiscal Year to the extent such loss would be available under the Code to offset income of the Member (or, as appropriate, the direct or indirect owners of the Member) determined as if the income and loss from the Company were the only income and loss of the Member (or, as appropriate, the direct or indirect owners of the Member) in such Fiscal Year and all prior Fiscal Years, and (ii) taking into account any special basis adjustment with respect to such Member resulting from an election by the Company under Code Section 754.

**“Affiliate”** means, with respect to any Person, any other Person who, directly or indirectly (including through one or more intermediaries), controls, is controlled by, or is under common control with, such Person. For purposes of this definition, “control,” when used with respect to any specified Person, shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise; and the terms “controlling” and “controlled” shall have correlative meanings. For the avoidance of doubt, neither Apache nor any of its Subsidiaries nor Fieldwood II nor any of its Subsidiaries shall constitute an Affiliate of the Company.

**“Agreement”** has the meaning set forth in the **Preamble**.

**“Apache”** means Apache Corporation, a Delaware corporation, and its successors or assigns.

**“Applicable Law”** means all applicable provisions of (a) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations, or orders of any Governmental Authority; (b) any consents or approvals of any Governmental Authority; and (c) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority.

“**Approved Providers**” has the meaning set forth in Section 7.02(a).

“**BOC**” means the Texas Business Organizations Code, as amended and in effect at the time of this Agreement.

“**Book Depreciation**” means, with respect to any Company asset for each Fiscal Year, the Company’s depreciation, amortization, or other cost recovery deductions determined for federal income tax purposes, except that if the Book Value of an asset differs from its adjusted tax basis at the beginning of such Fiscal Year, Book Depreciation shall be (a) if such difference is being eliminated by use of the remedial method under Treasury Regulations Section 1.704-3(d), the amount of book basis recovered for such period under the rules prescribed by Treasury Regulations Section 1.704-3(d)(2), or (b) if the remedial method is not used, an amount which bears the same ratio to such beginning Book Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero and the Book Value of the asset is positive, Book Depreciation shall be determined with reference to such beginning Book Value using any permitted method selected by the Sole Manager in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g)(3).

“**Book Value**” means, with respect to any Company asset, the adjusted basis of such asset for federal income tax purposes, except as follows:

(a) the initial Book Value of any Company asset contributed by a Member to the Company shall be the gross Fair Market Value of such Company asset as of the date of such contribution;

(b) immediately before the distribution by the Company of any Company asset to a Member, the Book Value of such asset shall be adjusted to its gross Fair Market Value as of the date of such distribution;

(c) the Book Value of all Company assets may, in the sole discretion of the Sole Manager, be adjusted to equal their respective gross Fair Market Values, as reasonably determined by the Sole Manager, as of the following times:

(i) the acquisition of an additional Membership Interest in the Company by a new or existing Member in consideration for more than a *de minimis* Capital Contribution;

(ii) the distribution by the Company to a Member of more than a *de minimis* amount of property (other than cash) as consideration for all or a part of such Member’s Membership Interest in the Company; and

(iii) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g);

(d) the Book Value of each Company asset shall be increased or decreased, as the case may be, to reflect any adjustments to the adjusted tax basis of such Company asset

pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Account balances pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m); provided, that Book Values shall not be adjusted pursuant to this paragraph (d) to the extent that an adjustment pursuant to paragraph (c) above is made in conjunction with a transaction that would otherwise result in an adjustment pursuant to this paragraph (d); and

(e) if the Book Value of a Company asset has been determined pursuant to paragraph (a) or adjusted pursuant to paragraphs (c) or (d) above, such Book Value shall thereafter be adjusted to reflect the Book Depreciation taken into account with respect to such Company asset for purposes of computing Net Income and Net Losses.

**“Business Day”** means a day other than a Saturday, Sunday or other day on which commercial banks in the State of Texas are authorized or required to close.

**“Capital Account”** has the meaning set forth in **Section 3.03**.

**“Capital Contribution”** means, for any Member, the total amount of cash and cash equivalents and the Book Value of any property contributed to the Company by such Member.

**“Certificate of Formation”** has the meaning set forth in the **Recitals**.

**“Certificate of Termination”** means a certificate to be filed upon completion of the winding up and liquidation of the Company as set forth in **Section 11.04**, which certificate shall be in the form required by § 11.101 of the BOC.

**“Code”** means the Internal Revenue Code of 1986, as amended.

**“Company”** has the meaning set forth in the **Preamble**.

**“Company Minimum Gain”** means “partnership minimum gain” as defined in Treasury Regulations Section 1.704-2(b)(2), substituting the term “Company” for the term “partnership” as the context requires.

**“Confidential Information”** has the meaning set forth in **Section 12.03(a)**.

**“Confirmation Order”** means the confirmation order entered in Chapter 11 Case 20-33948, In re: Fieldwood Energy LLC, *et al*, in the United States Bankruptcy Court for the Southern District of Texas, Houston Division, in form and substance reasonably acceptable to Apache.

**“Continuance”** has the meaning set forth in **Section 11.01**.

**“Covered Person”** has the meaning set forth in **Section 9.01(a)**.

**“Decommissioning Agreement”** means that certain Decommissioning Agreement, dated as of September 30, 2013, by and among Apache Corporation, Apache Shelf, Inc., Apache Deepwater LLC, Apache Shelf Exploration LLC, Fieldwood Energy LLC and GOM Shelf LLC, as amended by (i) the First Amendment thereto dated as of September 30, 2013, (ii) the Second



Amendment thereto dated as of September 30, 2013, (iii) the Third Amendment thereto dated effective as of April 25, 2017, (iv) the Fourth Amendment thereto dated effective as of September 1, 2017, as amended by that certain Letter Agreement dated January 3, 2018, and (v) the Fifth Amendment thereto dated effective as of April 11, 2018.

**“Decommissioning Security”** means the funds available from Trust A, the letters of credit, and the bonds from time to time outstanding pursuant to the Decommissioning Agreement or documents or instruments related thereto.

**“Depletable Property”** means each separate oil and gas property as defined in Section 614 of the Code.

**“Divisive Merger Documents”** means the certificate of division, the plan of division, the certificate of merger, and other documents filed by or on behalf of Fieldwood with respect to the Company with the Texas Secretary of State related to the creation of the Company.

**“Electronic Transmission”** means any form of communication, including communication by use of or participation in one or more electronic networks or databases, not directly involving the physical transmission of paper that creates a record that may be retained, retrieved, and reviewed by a recipient thereof and that may be directly reproduced in paper form by such a recipient through an automated process.

**“Equity Securities”** means any and all Membership Interests of the Company and any securities of the Company convertible into, exchangeable for, or exercisable for, such Membership Interests, and warrants or other rights to acquire such Membership Interests.

**“Estimated Tax Amount”** of a Member, or if the Member is disregarded for U.S. federal income tax purposes, the members or beneficiaries of such Member, for a Fiscal Year means the Member’s Tax Amount for such Fiscal Year as estimated in good faith from time to time by the Sole Manager. In making such estimate, the Sole Manager shall take into account amounts shown on Internal Revenue Service Form 1065 filed by the Company and similar state or local forms filed by the Company for the preceding taxable year and such other adjustments as the Sole Manager reasonably determines are necessary or appropriate to reflect the estimated operations of the Company for the Fiscal Year.

**“Excess Amount”** has the meaning set forth in [Section 6.02\(c\)](#).

**“Fair Market Value”** of any asset as of any date means the purchase price that a willing buyer having all relevant knowledge would pay a willing seller for such asset in an arm’s length transaction, as determined in good faith by the Sole Manager on such factors as the Sole Manager, in the exercise of his or her reasonable business judgment, considers relevant.

**“Fieldwood”** means Fieldwood Energy LLC, a Texas limited liability company, and its successors and assigns (excluding, for the avoidance of doubt, the Company).

“**[Fieldwood II]**” means [Fieldwood Energy II LLC], a [Delaware] limited liability company]<sup>2</sup>, and its successors and assigns.

“**Fiscal Year**” means the calendar year, unless the Company is required to have a taxable year other than the calendar year, in which case Fiscal Year shall be the period that conforms to its taxable year.

“**GAAP**” means generally accepted accounting principles in the United States of America in effect from time to time; provided, that, notwithstanding any term or provision contained in this Agreement, GAAP will be deemed for all purposes hereof to treat leases that would have not been considered to be indebtedness in accordance with GAAP as in effect on December 31, 2017 (whether such leases were in effect on such date or are entered into thereafter) in a manner consistent with the treatment of such leases under GAAP as in effect on December 31, 2017, notwithstanding any modification or interpretative changes thereto or implementations of any such modifications or interpretative changes that may have occurred thereafter.

“**GOM Shelf**” means GOM Shelf LLC, a Delaware limited liability company, and its successors and assigns.

“**GOM Shelf Properties**” means those assets or properties owned by GOM Shelf.

“**Governmental Authority**” means any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations, or orders of such organization or authority have the force of law), or any arbitrator, court, or tribunal of competent jurisdiction.

“**Independent Director**” means, initially, [●], or such other Person as may be designated or become the Independent Director pursuant to the terms of this Agreement. The Independent Director shall constitute a “manager” (as that term is defined in the BOC) of the Company.

“**Information Notice**” has the meaning set forth in Section 7.09.

“**Initial Member**” has the meaning set forth in the term **Member**.

“**Farmout Agreement**” means that certain Farmout Agreement of even date herewith by and between the Company and Fieldwood II.

“**Legacy Apache Properties**” means the list of assets set forth on Schedule I to the Plan of Merger.

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<sup>2</sup> NTD: Name to be confirmed.



“**Legacy Apache Properties PSA**” means that Purchase and Sale Agreement, dated as of July 18, 2013, between Apache and certain of its affiliates, Fieldwood and certain of its affiliates, and GOM Shelf, as such agreement has been amended.

“**Lien**” means any mortgage, pledge, security interest, option, right of first offer, encumbrance, or other restriction or limitation of any nature whatsoever.

“**Liquidator**” has the meaning set forth in Section 11.03(a).

“**Losses**” has the meaning set forth in Section 9.03(a).

“**Member**” means (a) each Person identified on the Members Schedule as of the date hereof as a Member and who has executed this Agreement or a counterpart thereof (each, an “**Initial Member**”); and (b) each Person who is hereafter admitted as a Member in accordance with the terms of this Agreement and the BOC, in each case so long as such Person is shown on the Company’s books and records as the owner of Membership Interests. The Members shall constitute “members” (as that term is defined in the BOC) of the Company.

“**Member Nonrecourse Debt**” means “partner nonrecourse debt” as defined in Treasury Regulations Section 1.704-2(b)(4), substituting the term “Company” for the term “partnership” and the term “Member” for the term “partner” as the context requires.

“**Member Nonrecourse Debt Minimum Gain**” means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if the Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulations Section 1.704-2(i)(3).

“**Member Nonrecourse Deduction**” means “partner nonrecourse deduction” as defined in Treasury Regulations Section 1.704-2(i), substituting the term “Member” for the term “partner” as the context requires.

“**Members Schedule**” has the meaning set forth in Section 3.01.

“**Membership Interest**” means an interest in the Company owned by a Member, including such Member’s right (a) to its distributive share of Net Income, Net Losses, and other items of income, gain, loss, and deduction of the Company; (b) to its distributive share of the assets of the Company; (c) to vote on, consent to, or otherwise participate in any decision of the Members as provided in this Agreement; and (d) to any and all other benefits to which such Member may be entitled as provided in this Agreement or the BOC. The Membership Interest of each Member shall be expressed as a percentage interest and shall be as set forth on the Members Schedule.

“**Net Income**” and “**Net Loss**” mean, for each Fiscal Year or other period specified in this Agreement, an amount equal to the Company’s taxable income or taxable loss, or particular items thereof, determined in accordance with Code Section 703(a) (where, for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or taxable loss), but with the following adjustments:



(f) any income realized by the Company that is exempt from federal income taxation, as described in Code Section 705(a)(1)(B), shall be added to such taxable income or taxable loss, notwithstanding that such income is not includable in gross income;

(g) any expenditures of the Company described in Code Section 705(a)(2)(B), including any items treated under Treasury Regulations Section 1.704-1(b)(2)(iv)(I) as items described in Code Section 705(a)(2)(B), shall be subtracted from such taxable income or taxable loss, notwithstanding that such expenditures are not deductible for federal income tax purposes;

(h) any gain or loss (including Simulated Gain) resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Book Value of the property so disposed, notwithstanding that the adjusted tax basis of such property differs from its Book Value;

(i) any items of depreciation, amortization, and other cost recovery deductions with respect to Company property having a Book Value that differs from its adjusted tax basis shall be computed by reference to the property's Book Value (as adjusted for Book Depreciation) in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g);

(j) if the Book Value of any Company property is adjusted as provided in the definition of Book Value, then the amount of such adjustment shall be treated as an item of gain or loss and included in the computation of such taxable income or taxable loss;

(k) to the extent an adjustment to the adjusted tax basis of any Company property pursuant to Code Sections 732(d), 734(b) or 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis); and

(l) any items which are specially allocated pursuant to Section 5.02 hereof shall not be taken into account in computing Net Income or Net Loss. The amounts of the items of Company income, gain, loss or deduction available to be specially allocated pursuant to Section 5.02 hereof shall be determined by applying rules analogous to those set forth in subparagraphs (a) through (f) above.

**“Nonrecourse Deductions”** has the meaning set forth in Treasury Regulations Section 1.704-2(b).

**“Nonrecourse Liability”** has the meaning set forth in Treasury Regulations Section 1.704-2(b)(3).

**“Person”** means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association, or other entity.

**“Plan of Merger”** means the Agreement and Plan of Merger of Fieldwood Energy LLC into Fieldwood Energy I LLC and Fieldwood Energy III LLC, dated as of [●], 2021, and adopted by Fieldwood Energy LLC, a Texas limited liability company.

**“Plan of Reorganization”** means the plan of reorganization of Fieldwood that was included in, and was confirmed by, the Confirmation Order.

**“Qualified Person”** has the meaning set forth in Section 7.02(a).

**“Quarterly Estimated Tax Amount”** of a Member, or if the Member is disregarded for U.S. federal income tax purposes, the members or beneficiaries of such Member, for any calendar quarter of a Fiscal Year means the excess, if any of: (a) the product of (i) a quarter (1/4) in the case of the first calendar quarter of the Fiscal Year, half (1/2) in the case of the second calendar quarter of the Fiscal Year, three-quarters (3/4) in the case of the third calendar quarter of the Fiscal Year, and one (1) in the case of the fourth calendar quarter of the Fiscal Year and (ii) the Member’s Estimated Tax Amount for such Fiscal Year; over (b) all distributions previously made during such Fiscal Year to such Member.

**“Recharacterization Mortgages”** has the meaning assigned to such term in Section 6.7 of the Decommissioning Agreement.

**“Regulatory Allocations”** has the meaning set forth in Section 5.02(f).

**“Rejection Notice”** has the meaning set forth in Section 7.09.

**“Related Party Agreement”** means any agreement, arrangement, or understanding between or among the Company or any of its Affiliates, on the one hand, and the Independent Director, the Sole Manager or any member or officer of the Company or any of its Affiliates, or any Affiliate of the Independent Director, the Sole Manager or any member or officer of the Company or any of its Affiliates; in each case, as such agreement may be amended, modified, supplemented, or restated in accordance with the terms of this Agreement.

**“Representative”** means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors or lenders, counsel, accountants, and other agents of such Person.

**“Restructuring Support Agreement”** means the Restructuring Support Agreement, dated as of August 4, 2020, by and among (i) Fieldwood Energy LLC, a Delaware limited liability company, and including the Fieldwood PSA Parties (as defined therein); (ii) the Consenting FLTL Lenders (as defined therein); (iii) the Consenting SLTL Lenders (as defined therein); and (iv) Apache.

**“Securities Act”** means the Securities Act of 1933, as amended, and the rules and regulations thereunder, which shall be in effect at the time.

**“Service Provider”** has the meaning set forth in Section 7.04.

“**Service Provider Agreement**” has the meaning set forth in Section 7.04.

“**Shortfall Amount**” has the meaning set forth in Section 6.02(b).

“**Simulated Basis**” means, with respect to each Depletable Property, the Book Value of such property.

“**Simulated Depletion**” means, with respect to each Depletable Property, a depletion allowance computed in accordance with U.S. federal income tax principles (as if the Simulated Basis of the property were its adjusted tax basis and using simulated cost depletion) and in the manner specified in Treasury Regulations Section 1.704-1(b)(2)(iv)(k)(2), provided that the Simulated Depletion with respect to a Depletable Property shall in no event exceed the Simulated Basis of such Depletable Property.

“**Simulated Gain or Loss**” means the simulated gain or loss computed with respect to a sale or other disposition of any Depletable Property pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(k)(2).

“**Sole Manager**” has the meaning set forth in Section 7.01.

“**Standby Facility**” means a secured line of credit to be provided by Apache to the Company and GOM Shelf to fund the ongoing plugging and abandonment and decommissioning of the Legacy Apache Properties and the GOM Shelf Properties, which shall become available to advance funds to the Company and for use in accordance with the Standby Facility Documentation. The Standby Facility shall be secured by a first-priority lien on all the assets of the Company (including all of the equity interests of GOM Shelf) and on all the GOM Shelf Properties, provided that such lien shall also secure the obligations of the Company to Apache under the Decommissioning Agreement.

“**Standby Facility Documentation**” means the Standby Loan Agreement, dated as of [●], 2020, by and between the Company and GOM Shelf, as borrowers, and Apache, as lender, and all of the other agreements, documents and instruments related thereto governing or setting forth terms and conditions of the Standby Facility or of the loans/borrowings made thereunder.

“**Subsidiary**” means, with respect to any Person, any other Person of which a majority of the outstanding shares or other equity interests having the power to vote for directors or comparable managers are owned, directly or indirectly, by the first Person.

“**Tax Advance**” has the meaning set forth in Section 6.02(a).

“**Tax Amount**” of a Member, or if the Member is disregarded for U.S. federal income tax purposes, the members or beneficiaries of such Member, for a Fiscal Year means the product of (a) the Tax Rate for such Fiscal Year and (b) the Adjusted Taxable Income of the Member for such Fiscal Year with respect to its Membership Interest.

“**Tax Matters Representative**” has the meaning set forth in Section 10.04(a).



“**Tax Rate**” of a Member, or if the Member is disregarded for U.S. federal income tax purposes, the members or beneficiaries of such Member, for any period, means the highest effective marginal combined federal, state, and local tax rate applicable to an individual residing in Houston, Texas (or, if higher, a corporation doing business in Houston, Texas), taking into account (a) the character (for example, long-term or short-term capital gain, ordinary, or exempt) of the applicable income and (b) if applicable, the deduction under IRC Section 199A.

“**Taxing Authority**” has the meaning set forth in **Section 6.03(b)**.

“**Term Sheet**” means that certain term sheet, dated July 31, 2020, among Fieldwood and certain of its Affiliates, on the one hand, and Apache and certain of its Affiliates, on the other hand.

“**Transfer**” means to, directly or indirectly, sell, transfer, assign, gift, pledge, encumber, hypothecate, or similarly dispose of, either voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option, or other arrangement or understanding with respect to the sale, transfer, assignment, gift, pledge, encumbrance, hypothecation, or similar disposition of, any Membership Interests owned by a Person or any interest (including a beneficial interest) in any Membership Interests owned by a Person. “**Transfer**” when used as a noun shall have a correlative meaning. “**Transferor**” and “**Transferee**” mean a Person who makes or receives a Transfer, respectively.

“**Transition Services Agreement**” means the transition services agreement in form and substance attached hereto as **Exhibit A**.

“**Treasury Regulations**” means the final or temporary regulations issued by the United States Department of Treasury pursuant to its authority under the Code, and any successor regulations.

“**Trust A**” means the Fieldwood Decommissioning Trust A, a Delaware statutory trust.

“**Withholding Advances**” has the meaning set forth in **Section 6.03(b)**.

**Section 1.02 Interpretation.** For purposes of this Agreement: (a) the words “include,” “includes,” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole.

The definitions given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms.

Unless the context otherwise requires, references herein: (x) to Articles, Sections, Exhibits, and Schedules mean the Articles and Sections of, and Exhibits and Schedules attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

The Exhibits and Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

## **ARTICLE II ORGANIZATION**

### **Section 2.01 Formation.**

(a) The Company was formed on [●], 2020, pursuant to the provisions of the BOC, upon the filing, or constructive filing with the Divisive Merger Documents, of the Certificate of Formation with the Secretary of State of the State of Texas.

(b) This Agreement shall constitute the “company agreement” (as that term is used in the BOC) of the Company. The rights, powers, duties, obligations, and liabilities of the Members, the Sole Manager and the Independent Director shall be determined pursuant to the BOC and this Agreement. To the extent that the rights, powers, duties, obligations, and liabilities of any Member, the Sole Manager or the Independent Director are different by reason of any provision of this Agreement than they would be under the BOC in the absence of such provision, this Agreement shall, to the extent permitted by the BOC, control.

**Section 2.02 Name.** The name of the Company is “Fieldwood Energy I LLC” or such other name or names as may be designated by the Sole Manager; provided, that the name shall always contain the words “Limited Liability Company” or “Limited Company” or an abbreviation of one of those phrases. Amendments to the Certificate of Formation or this Agreement to reflect any such name change may be made by the Sole Manager without the consent of the Members. The Sole Manager shall give prompt notice to the Members of any change to the name of the Company and any related amendment to the Certificate of Formation or this Agreement. The Company may conduct business under any assumed or fictitious name required by Applicable Law or otherwise deemed desirable by the Sole Manager.

**Section 2.03 Principal Office.** The principal office of the Company is located at [●], or such other place as may from time to time be determined by the Sole Manager. The Sole Manager shall give prompt notice of any such change to each of the Members and Apache.

### **Section 2.04 Registered Office; Registered Agent.**

(a) The registered office of the Company shall be the office of the initial registered agent named in the Certificate of Formation or such other office (which need not

be a place of business of the Company) as the Sole Manager may designate from time to time in the manner provided by the BOC and Applicable Law.

(b) The registered agent for service of process on the Company in the State of Texas shall be the initial registered agent named in the Certificate of Formation or such other Person or Persons as the Sole Manager may designate from time to time in the manner provided by the BOC and Applicable Law.

## **Section 2.05 Purposes; Powers.**

(a) The purposes of the Company are to engage in the acquisition, disposition, ownership, operation, plugging and abandonment, and decommissioning of the Legacy Apache Properties and to cause GOM Shelf to engage in the acquisition, disposition, ownership, operation, plugging and abandonment, and decommissioning of the GOM Shelf Properties, and to engage in any and all activities necessary or incidental to the foregoing purposes.

(b) At the date of this Agreement, the Company has no assets other than (i) the Legacy Apache Properties, including any accounts receivable associated with the Legacy Apache Properties accruing after the effective date of the Plan of Reorganization and any cash flow generated from the Legacy Apache Properties after the effective date of the Plan of Reorganization (such cash flow shall be reinvested and used to fund operating expenditures, to fund plugging and abandonment and decommissioning activities associated with the Legacy Apache Properties and the GOM Shelf Properties, to fund capital expenditures on the Legacy Apache Properties approved and authorized in accordance with this Agreement, and to repay amounts outstanding, if any, under the Standby Facility); (ii) 100% of the limited liability company interests or other equity interests in GOM Shelf; and (iii) the initial capitalization provided by Fieldwood pursuant to the divisive merger in an amount equal to \$50 million *minus* the actual plugging and abandonment and decommissioning expenses incurred by Fieldwood between the date of its bankruptcy petition filing on August 3, 2020, and the effective date of the Plan of Reorganization.

(c) At the date of this Agreement, the Company has no liabilities other than (i) operational liabilities accruing after the effective date of the Plan of Reorganization (including any accounts payable associated with the Legacy Apache Properties accruing after the effective date of the Plan of Reorganization), (ii) plugging and abandonment and decommissioning liabilities and obligations (A) relating to the Legacy Apache Properties and (B) of GOM Shelf relating to the GOM Shelf Properties, (iii) obligations under the Decommissioning Agreement and the Legacy Apache Properties PSA, and (iv) obligations under the Standby Facility Documentation.

(d) The Company shall have all the powers necessary or convenient to carry out the purposes for which it is formed, including the powers granted by the BOC.



**Section 2.06 Term.** The term of the Company commenced on the date the Certificate of Formation was filed with the Secretary of State of the State of Texas and shall continue in existence perpetually until the Company is terminated in accordance with the provisions of this Agreement.

### **ARTICLE III CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS**

**Section 3.01 Initial Capital Contributions.** Contemporaneously with the execution of this Agreement, and pursuant to the Plan of Reorganization and as a result of a divisive merger pursuant to § 10.008 of the BOC, the Company shall have the property and assets identified in clauses (i) through (iii) in Section 2.05(b), which shall constitute the aggregate Capital Contributions made by the Initial Member. The Initial Member shall own Membership Interests in the amount set forth opposite such Member's name on Schedule A attached hereto (the "**Members Schedule**"). From and after the date of this Agreement, the Sole Manager shall maintain and update the Members Schedule upon the issuance or Transfer of any Membership Interests to any new or existing Member in accordance with this Agreement.

**Section 3.02 Additional Capital Contributions.** No Member shall be required to make any additional Capital Contributions to the Company. Any future Capital Contributions made by any Member shall only be made with the consent of the Sole Manager and, in connection with an issuance of additional Membership Interests, made in compliance with Section 7.06(e). To the extent that a Member makes an additional Capital Contribution to the Company, the Sole Manager shall revise the Members Schedule to reflect an increase in the Membership Interest of the contributing Member that fairly and equitably reflects the value of its additional Capital Contribution in relation to the aggregate amount of all Capital Contributions made by the Members.

**Section 3.03 Maintenance of Capital Accounts.** The Company shall establish and maintain for each Member a separate capital account (a "**Capital Account**") on its books and records in accordance with this Section 3.03. Each Capital Account shall be established and maintained in accordance with the following provisions:

- (a) Each Member's Capital Account shall be increased by the amount of:
  - (i) such Member's Capital Contributions, including such Member's initial Capital Contribution and any additional Capital Contributions;
  - (ii) any Net Income or other item of income or gain allocated to such Member pursuant to ARTICLE V; and
  - (iii) any liabilities of the Company that are assumed by such Member or secured by any property distributed to such Member.
- (b) Each Member's Capital Account shall be decreased by:
  - (i) the cash amount or Book Value of any property distributed to such Member pursuant to ARTICLE VI and Section 11.03(d);

(ii) the amount of any Net Loss or other item of loss or deduction allocated to such Member pursuant to ARTICLE V; and

(iii) the amount of any liabilities of such Member assumed by the Company or that are secured by any property contributed by such Member to the Company.

**Section 3.04 Succession Upon Transfer.** In the event that any Membership Interests are Transferred in accordance with the terms of this Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the Transferred Membership Interests and, subject to Section 5.04, shall receive allocations and distributions pursuant to ARTICLE V, ARTICLE VI, and ARTICLE XI in respect of such Membership Interests.

**Section 3.05 Negative Capital Accounts.** In the event that any Member shall have a deficit balance in its Capital Account, such Member shall have no obligation, during the term of the Company or upon termination or liquidation thereof, to restore such negative balance or make any Capital Contributions to the Company by reason thereof, except as may be required by Applicable Law or in respect of any negative balance resulting from a withdrawal of capital or termination in contravention of this Agreement.

**Section 3.06 No Withdrawals from Capital Accounts.** No Member shall be entitled to withdraw any part of its Capital Account or to receive any distribution from the Company, except as otherwise provided in this Agreement. No Member shall receive any interest, salary, or drawing with respect to its Capital Contributions or its Capital Account, except as otherwise provided in this Agreement. The Capital Accounts are maintained for the sole purpose of allocating items of income, gain, loss, and deduction among the Members and shall have no effect on the amount of any distributions to any Members, in liquidation or otherwise.

**Section 3.07 Treatment of Loans from Members.** Loans by any Member to the Company shall not be considered Capital Contributions and shall not affect the maintenance of such Member's Capital Account, other than to the extent provided in Section 3.03(a)(iii), if applicable.

**Section 3.08 Modifications.** The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. If the Sole Manager determines that it is prudent to modify the manner in which the Capital Accounts, or any increases or decreases to the Capital Accounts, are computed in order to comply with such Treasury Regulations, the Sole Manager may authorize such modifications without the consent of any Member.

## **ARTICLE IV MEMBERS**

**Section 4.01 No Personal Liability.** Except as otherwise provided in the BOC, by Applicable Law, or expressly in this Agreement, no Member will be obligated personally for any debt, obligation, or liability of the Company or other Members, whether arising in contract, tort,

or otherwise, including a debt, obligation, or liability under a judgment, decree, or order of a court, solely by reason of being a Member.

**Section 4.02 No Withdrawal.** So long as a Member continues to hold a Membership Interest, such Member shall not have the ability to withdraw or resign as a Member prior to the winding up and termination of the Company and any such withdrawal or resignation or attempted withdrawal or resignation by a Member prior to the winding up and termination of the Company shall be null and void. As soon as any Person who is a Member ceases to hold a Membership Interest, such Person shall no longer be a Member.

**Section 4.03 No Interest in Company Property.** No real or personal property of the Company shall be deemed to be owned by any Member individually, but shall be owned by, and title shall be vested solely in, the Company. Without limiting the foregoing, each Member hereby irrevocably waives during the term of the Company any right that such Member may have to maintain any action for partition with respect to the property of the Company.

**Section 4.04 Certification of Membership Interests.**

(a) The Sole Manager may, but shall not be required to, issue certificates to the Members representing the Membership Interests held by such Member.

(b) In the event that the Sole Manager shall issue certificates representing Membership Interests in accordance with **Section 4.04(a)**, then in addition to any other legend required by Applicable Law, all certificates representing issued and outstanding Membership Interests shall bear a legend substantially in the following form:

THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO A LIMITED LIABILITY COMPANY AGREEMENT AMONG THE COMPANY AND ITS MEMBERS, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL EXECUTIVE OFFICE OF THE COMPANY. NO TRANSFER, SALE, ASSIGNMENT, GIFT, PLEDGE, HYPOTHECATION, ENCUMBRANCE, OR OTHER DISPOSITION OF THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH COMPANY AGREEMENT.

THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, GIFTED, PLEDGED, HYPOTHECATED, OR OTHERWISE DISPOSED EXCEPT PURSUANT TO (A) A REGISTRATION STATEMENT EFFECTIVE UNDER SUCH ACT AND LAWS, OR (B) AN EXEMPTION FROM REGISTRATION THEREUNDER.



#### **Section 4.05 Meetings of Members.**

(a) Meetings of the Members may be called by (i) the Sole Manager or (ii) a Member or group of Members holding a majority of the Membership Interests.

(b) Written notice stating the place, date, and time of the meeting and, in the case of a meeting of the Members not regularly scheduled, describing the purposes for which the meeting is called, shall be delivered not fewer than ten days and not more than 60 days before the date of the meeting to each Member, by or at the direction of the Sole Manager or the Member(s) calling the meeting, as the case may be. The Members may hold meetings at the Company's principal office or at such other place, within or outside the State of Texas, as the Sole Manager or the Member(s) calling the meeting may designate in the notice for such meeting.

(c) Any Member may participate in a meeting of the Members by means of conference telephone or other communications equipment by means of which all Persons participating in the meeting can talk to and hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

(d) On any matter that is to be voted on by Members, a Member may vote in person or by proxy, and such proxy may be granted in writing, by means of Electronic Transmission or as otherwise permitted by Applicable Law. Every proxy shall be revocable in the discretion of the Member executing it unless otherwise provided in such proxy; provided, that such right to revocation shall not invalidate or otherwise affect actions taken under such proxy prior to such revocation. In lieu of a proxy, a Member may grant an irrevocable power of attorney to conduct the affairs of such Member with respect to matters of the Company, including matters relating to the organization, internal affairs, or termination of the Company.

(e) The business to be conducted at such meeting need not be limited to the purpose described in the notice and can include business to be conducted by Members; provided, that the appropriate Members shall have been notified of the meeting in accordance with **Section 4.05(b)**. Attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(f) A quorum of any meeting of the Members shall require the presence, whether in person or by proxy, of the Members holding a majority of the Membership Interests. Subject to **Section 4.06**, no action may be taken by the Members unless the appropriate quorum is present at a meeting.

(g) Subject to **Section 4.06**, **Section 7.05**, **Section 7.06**, **Section 12.10** or any provision of this Agreement or the BOC requiring the vote, consent, or approval of a different percentage of the Membership Interests, no action may be taken by the Members at any meeting at which a quorum is present without the affirmative vote of the Members holding a majority of the outstanding Membership Interests.

#### **Section 4.06 Action Without Meeting.**

(a) Notwithstanding the provisions of **Section 4.05**, any matter that is to be voted on, consented to, or approved by the Members may be taken without a meeting, without prior notice, and without a vote if consented to, in writing or by Electronic Transmission, by a Member or Members holding not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which each Member entitled to vote on the action is present and votes. A record shall be maintained by the Sole Manager of each such action taken by written consent of a Member or Members.

(b) A Member's consent may not be established by a Member's failure to object to an action in a timely manner or by any other means not explicitly provided for in this Agreement.

(c) If any action or decision permitted by this Agreement to be taken or made by less than all of the Members is taken or made by a written consent signed by less than all of the Members, the Sole Manager shall, within ten calendar days after such action is taken or such decision is made, give written notice of the action taken or the decision made to the Members who did not sign the written consent.

**Section 4.07 Power of Members.** The Members shall have the power to exercise any and all rights or powers granted to Members pursuant to the express terms of this Agreement and the BOC. Except as otherwise specifically provided by this Agreement or required by the BOC, no Member, in its capacity as a Member, shall have the power to act for or on behalf of, or to bind, the Company, other than to the extent that the Company has granted a power of attorney to such Member to bind the Company on such actions.

**Section 4.08 Similar or Competitive Activities; Business Opportunities.** Nothing contained in this Agreement shall prevent any Member or any of its Affiliates from engaging in any other activities or businesses, regardless of whether those activities or businesses are similar to or competitive with the Company. None of the Members nor any of their Affiliates shall be obligated to account to the Company or to the other Members for any profits or income earned or derived from such other activities or businesses. None of the Members nor any of their Affiliates shall be obligated to inform the Company or the other Members of a business opportunity of any type or description.

### **ARTICLE V ALLOCATIONS**

**Section 5.01 Allocation of Net Income and Net Loss.** For each Fiscal Year (or portion thereof), after giving effect to the special allocations set forth in **Section 5.02**, Net Income and Net Loss of the Company shall be allocated among the Members pro rata in accordance with their Membership Interests.

**Section 5.02 Regulatory and Special Allocations.** Notwithstanding the provisions of **Section 5.01**:



(a) If there is a net decrease in Company Minimum Gain (determined according to Treasury Regulations Section 1.704-2(d)(1)) during any Fiscal Year, each Member shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g). The items to be so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 5.02(a) is intended to comply with the "minimum gain chargeback" requirement in Treasury Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Member Nonrecourse Deductions shall be allocated in the manner required by Treasury Regulations Section 1.704-2(i). Except as otherwise provided in Treasury Regulations Section 1.704-2(i)(4), if there is a net decrease in Member Nonrecourse Debt Minimum Gain during any Fiscal Year, each Member that has a share of such Member Nonrecourse Debt Minimum Gain shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to that Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain. Items to be allocated pursuant to this paragraph shall be determined in accordance with Treasury Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 5.02(b) is intended to comply with the "minimum gain chargeback" requirement in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) Nonrecourse Deductions shall be allocated to the Members in accordance with their Membership Interests.

(d) In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), Net Income shall be specially allocated to such Member in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit created by such adjustments, allocations, or distributions as quickly as possible. This Section 5.02(d) is intended to comply with the "qualified income offset" requirement in Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(e) Simulated Depletion and Simulated Loss with respect to any Depletable Property shall be allocated among the Members in proportion to their shares of the Simulated Basis in such property. Each Member's share of the Simulated Basis in each of the Company's Depletable Properties shall be allocated to each Member in accordance with such Member's Membership Interest as of the time such Depletable Property is acquired by the Company, and shall be reallocated among the Members in accordance with the Members' Membership Interest as determined immediately following the occurrence of an event giving rise to any adjustment to the Book Values of the Company's oil and gas properties pursuant to the terms of this Agreement (or at the time of any material additions to the federal income tax basis of such Depletable Property).

(f) The allocations set forth in subsections Section 5.02(a), Section 5.02(b), Section 5.02(c), Section 5.02(d) and Section 5.02(e) above (the "**Regulatory Allocations**")



are intended to comply with certain requirements of the Treasury Regulations under Code Section 704. Notwithstanding any other provisions of this ARTICLE V (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating Net Income and Net Losses among Members so that, to the extent possible, the net amount of such allocations of Net Income and Net Losses and other items and the Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to such Member if the Regulatory Allocations had not occurred.

### **Section 5.03 Tax Allocations.**

(a) Subject to Section 5.03(b), Section 5.03(c), and Section 5.03(d), all income, gains, losses and deductions of the Company shall be allocated, for federal, state, and local income tax purposes, among the Members in accordance with the allocation of such income, gains, losses, and deductions pursuant to Section 5.01 and Section 5.02, except that if any such allocation for tax purposes is not permitted by the Code or other Applicable Law, the Company's subsequent income, gains, losses, and deductions shall be allocated among the Members for tax purposes, to the extent permitted by the Code and other Applicable Law, so as to reflect as nearly as possible the allocation set forth in Section 5.01 and Section 5.02.

(b) Items of Company taxable income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall be allocated among the Members in accordance with Code Section 704(c) using such reasonable method under Treasury Regulations Section 1.704-3 as shall be determined by the Sole Manager, so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Book Value.

(c) If the Book Value of any Company asset is adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(f) as provided in Section 1.01(c) of the definition of Book Value, subsequent allocations of items of taxable income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Book Value using such reasonable method under Treasury Regulations Section 1.704-3 as shall be determined by the Sole Manager.

(d) Allocations of tax credit, tax credit recapture, and any items related thereto shall be allocated to the Members according to their interests in such items as determined by the Sole Manager taking into account the principles of Treasury Regulations Section 1.704-1(b)(4)(ii).

(e) The deduction for depletion with respect to each separate oil and gas property (as defined in Section 614 of the Code) shall, in accordance with Section 613A(c)(7)(D) of the Code, be computed for federal income tax purposes separately by the Members rather than the Company. The proportionate share of the adjusted tax basis of each oil and gas property shall be allocated to each Member in accordance with such Member's Membership Interest as of the time such oil and gas

property is acquired by the Company (and any additions to such U.S. federal income tax basis resulting from expenditures required to be capitalized in such basis shall be allocated among the Members in a manner designed to cause the Members' proportionate shares of such adjusted U.S. federal income tax basis to be in accordance with their Membership Interests as determined at the time of any such additions), and shall be reallocated among the Members in accordance with the Members' Membership Interests as determined immediately following the occurrence of an event giving rise to an adjustment to the Book Values of the Company's oil and gas properties. For purposes of the separate computation of gain or loss by each Member on the taxable disposition of each oil and gas property, the amount realized from such disposition shall be allocated (i) first, to the Members in an amount equal to the Simulated Basis in such oil and gas property in proportion to their allocable shares thereof and (ii) second, any remaining amount realized shall be allocated consistent with the allocation of Simulated Gain. The allocations described in this Section 5.03(e) are intended to be applied in accordance with the Members' "interests in partnership capital" under Section 613A(c)(7)(D) of the Code; provided, however, that the Members understand and agree that the Sole Manager may authorize special allocations of federal income tax basis, income, gain, deduction or loss, as computed for U.S. federal income tax purposes, in order to eliminate differences between Simulated Basis and adjusted U.S. federal income tax basis with respect to each oil and gas property, in such manner as determined consistent with the principles outlined in Sections 5.03(b) and 5.03(c). The provisions of this Section 5.03(e) and the other provisions of this Agreement relating to allocations under Section 613A(c)(7)(D) of the Code are intended to comply with Treasury Regulations Section 1.704-1(b)(4)(v) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. Each Member, with the assistance of the Company, shall separately keep records of its share of the adjusted tax basis in each oil and gas property, adjust such share of the adjusted tax basis for any cost or percentage depletion allowable with respect to such property and use such adjusted tax basis in the computation of its cost depletion or in the computation of its gain or loss on the disposition of such property by the Company. Upon the reasonable request of the Company, each Member shall advise the Company of its adjusted tax basis in each oil and gas property and any depletion computed with respect thereto, both as computed in accordance with the provisions of this subsection for purposes of allowing the Company to make adjustments to the tax basis of its assets as a result of certain transfers of interests in the Company or distributions by the Company. The Company may rely on such information and, if it is not provided by the Member, may make such reasonable assumptions as it shall determine with respect thereto. When reasonably requested by the Members, the Company shall provide all available information needed by such Members to comply with the record keeping requirements of this Section 5.03(e) and other applicable tax reporting obligations.

(f) Allocations pursuant to this Section 5.03 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Income, Net Losses, distributions, or other items pursuant to any provisions of this Agreement.

**Section 5.04 Allocations in Respect of Transferred Membership Interests.** In the event of a Transfer of Membership Interests during any Fiscal Year made in compliance with the



provisions of ARTICLE VIII, Net Income, Net Losses, and other items of income, gain, loss, and deduction of the Company attributable to such Membership Interests for such Fiscal Year shall be determined using the interim closing of the books method.

## **ARTICLE VI DISTRIBUTIONS**

### **Section 6.01 General.**

(a) Subject to Section 6.02, distributions of available cash shall be made to the Members when and in such amounts as determined by the Sole Manager and only following (i) payment of all operating expenses of the Company, including required payments under the Transition Services Agreement or the Service Provider Agreement, (ii) the repayment in full to Apache of any outstanding principal amounts borrowed by the Company under the Standby Facility and the payment of any accrued interest or premium thereon, in each case, pursuant to the Standby Facility Documentation, (iii) the reimbursement to Apache and its Affiliates for any and all costs and expenses incurred by Apache or any of its Affiliates (A) in performing services on behalf of the Company in connection with the Legacy Apache Properties or the GOM Shelf Properties pursuant to a services contract between Apache or any of its Affiliates and the Company, (B) pursuant to the penultimate sentence of Section 12.01 in connection with evaluating any matter specified in Section 7.06 for which Apache's consent is requested or required or any proposal for prospective funding of capital expenditures pursuant to Section 7.09, and (C) pursuant to or as may be required in connection with the Decommissioning Agreement or plugging and abandonment and decommissioning of the Legacy Apache Properties or the GOM Shelf Properties, unless otherwise reimbursed in accordance with the Decommissioning Agreement, and (iv) the cessation of all production from, and completion of all plugging and abandonment and decommissioning activities on, the Legacy Apache Properties and the GOM Shelf Properties. After making all distributions required for a given Fiscal Year under Section 6.02 and repaying/paying all amounts then due and outstanding under the Standby Facility as described in the preceding sentence, distributions determined to be made by the Sole Manager pursuant to this Section 6.01(a) shall be paid to the Members in accordance with their respective Membership Interests.

(b) Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any distribution to the Members (i) prior to the cessation of all production from, and completion of all plugging and abandonment and decommissioning activities on, the Legacy Apache Properties and the GOM Shelf Properties, except as provided in Section 6.02, or (ii) if such distribution would violate § 101.206 of the BOC or other Applicable Law.

### **Section 6.02 Tax Advances.**

(a) Subject to (i) any restrictions in the Company's then applicable debt-financing arrangements, including, but not limited to, the Standby Facility Documentation, (ii) the prior repayment in full to Apache of any outstanding principal amounts borrowed

by the Company under the Standby Facility and the payment of any accrued interest or premium thereon, in each case, pursuant to the Standby Facility Documentation, (iii) the prior reimbursement to Apache and its Affiliates for any and all costs and expenses incurred by Apache or any of its Affiliates (A) in performing services on behalf of the Company in connection with the Legacy Apache Properties or the GOM Shelf Properties pursuant to a services contract between Apache or any of its Affiliates and the Company, (B) pursuant to the penultimate sentence of Section 12.01 in connection with evaluating any matter specified in Section 7.06 for which Apache's consent is requested or required or any proposal for prospective funding of capital expenditures pursuant to Section 7.09, and (C) pursuant to or as may be required in connection with the Decommissioning Agreement or plugging and abandonment and decommissioning of the Legacy Apache Properties or the GOM Shelf Properties, unless otherwise reimbursed in accordance with the Decommissioning Agreement, (iv) the prior cessation of all production from, and completion of all plugging and abandonment and decommissioning activities on, the Legacy Apache Properties and the GOM Shelf Properties, and (v) the Sole Manager's determination to retain any other amounts necessary to satisfy the Company's obligations, from and after such time, at least three days before each date prescribed by the Code for a calendar-year corporation to pay quarterly installments of estimated tax, the Company shall use commercially reasonable efforts to distribute cash to each Member in proportion to and to the extent of such Member's Quarterly Estimated Tax Amount for the applicable calendar quarter (each such distribution, a "**Tax Advance**").

(b) If, at any time after the final Quarterly Estimated Tax Amount has been distributed pursuant to Section 6.02(a) with respect to any Fiscal Year, the aggregate Tax Advances to any Member with respect to such Fiscal Year are less than such Member's Tax Amount for such Fiscal Year (a "**Shortfall Amount**"), the Company shall use commercially reasonable efforts to distribute cash in proportion to and to the extent of each Member's Shortfall Amount. The Company shall use commercially reasonable efforts to distribute Shortfall Amounts with respect to a Fiscal Year before the 90<sup>th</sup> day of the next succeeding Fiscal Year; provided, that if the Company has made distributions other than pursuant to this Section 6.02, the Sole Manager may apply such distributions to reduce any Shortfall Amount.

(c) If the aggregate Tax Advances made to any Member pursuant to this Section 6.02 for any Fiscal Year exceed such Member's Tax Amount (an "**Excess Amount**"), such Excess Amount shall reduce subsequent Tax Advances that would be made to such Member pursuant to this Section 6.02, except to the extent taken into account as an advance pursuant to Section 6.02(d).

(d) Any distributions made pursuant to this Section 6.02 shall be treated for purposes of this Agreement as advances on distributions pursuant to Section 6.01 and shall reduce, dollar-for-dollar, the amount otherwise distributable to such Member pursuant to Section 6.01.



### **Section 6.03 Tax Withholding; Withholding Advances.**

(a) **Tax Withholding.** Each Member agrees to furnish the Company with any representations and forms as shall be reasonably requested by the Company to assist it in determining the extent of, and in fulfilling, any withholding obligations it may have.

(b) **Withholding Advances.** The Company is hereby authorized at all times to make payments (“**Withholding Advances**”) with respect to each Member in amounts required to discharge any obligation of the Company, including any obligation under Section 6225 of the Code (as determined by the Tax Matters Representative) based on the advice of legal or tax counsel to the Company) to withhold or make payments to any federal, state, local or foreign taxing authority (a “**Taxing Authority**”) with respect to any distribution or allocation by the Company of income or gain to such Member and to withhold the same from distributions to such Member. Any funds withheld from a distribution by reason of this Section 6.03(b) shall nonetheless be deemed distributed to the Member in question for all purposes under this Agreement. If the Company makes any Withholding Advance in respect of a Member hereunder that is not immediately withheld from actual distributions to the Member, then the Member shall promptly reimburse the Company for the amount of such payment, plus interest at a rate equal to the prime rate published in the Wall Street Journal on the date of payment plus two percent (2.0%) per annum, compounded annually, on such amount from the date of such payment until such amount is repaid (or deducted from a distribution) by the Member (any such payment shall not constitute a Capital Contribution). Each Member’s reimbursement obligation under this Section 6.03(b) shall continue after such Member transfers its Membership Interests.

(c) **Indemnification.** Each Member hereby agrees to indemnify and hold harmless the Company and the other Members from and against any liability with respect to taxes, interest, or penalties that may be asserted by reason of the Company’s failure to deduct and withhold tax on amounts distributable or allocable to such Member. The provisions of this Section 6.03(c) and the obligations of a Member pursuant to Section 6.03(b) shall survive the termination, dissolution, liquidation, and winding up of the Company and the withdrawal of such Member from the Company or Transfer of its Membership Interests. The Company may pursue and enforce all rights and remedies it may have against each Member under this Section 6.03, including bringing a lawsuit to collect repayment with interest of any Withholding Advances.

(d) **Overwithholding.** None of the Company, the Sole Manager or the Independent Director shall be liable for any excess taxes withheld in respect of any distribution or allocation of income or gain to a Member. In the event of an overwithholding, a Member’s sole recourse shall be to apply for a refund from the appropriate Taxing Authority.

### **Section 6.04 Distributions in Kind.**

(a) Subject to Sections 6.01 and 6.02, the Sole Manager is hereby authorized, as it may reasonably determine, to make distributions to the Members in the form of

securities or other property (but not including any oil and gas properties) held by the Company; provided, that Tax Advances shall only be made in cash. In any non-cash distribution, the securities or property so distributed will be distributed among the Members in the same proportion and priority as cash equal to the Fair Market Value of such securities or property would be distributed among the Members pursuant to **Section 6.01**.

(b) Any distribution of securities shall be subject to such conditions and restrictions as the Sole Manager determines are required or advisable to ensure compliance with Applicable Law. In furtherance of the foregoing, the Sole Manager may require that the Members execute and deliver such documents as the Sole Manager may deem necessary or appropriate to ensure compliance with all federal and state securities laws that apply to such distribution and any further Transfer of the distributed securities, and may appropriately legend the certificates that represent such securities to reflect any restriction on Transfer with respect to such laws.

## ARTICLE VII MANAGEMENT

**Section 7.01 Management of the Company.** The business and affairs of the Company shall be managed, operated, and controlled by or under the direction of the Sole Manager (“**Sole Manager**”). Subject to the provisions of Section 7.06, the Sole Manager shall have, and is hereby granted, full and complete power, authority, and discretion for, on behalf of, and in the name of the Company, to take such actions as it may deem necessary or advisable to carry out any and all of the objectives and purposes of the Company.

### **Section 7.02 Independent Director.**

(a) The Independent Director shall (i) be a natural person who is not, nor for the prior five years has been, a director, officer, employee, trade creditor or equityholder (or spouse, parent, sibling or child of any of the foregoing) of (A) Fieldwood or any Affiliate of Fieldwood or (B) any prior or current lender of Fieldwood (a natural person satisfying such condition set forth in this clause (i), a “**Qualified Person**”) and (ii) be provided by Citadel SPV, Global Securitization Services, LLC, Corporation Service Company, CT Corporation, [Lord Securities Corporation]<sup>3</sup>, Wilmington Trust Company, or, if none of those companies is then in the service of providing professional independent directors, another nationally recognized company selected by Fieldwood (or, following the divisive merger of Fieldwood pursuant to § 10.008 of the BOC, Fieldwood II) subject to Apache’s prior consent, which may be given or withheld in its sole discretion (such providers collectively, the “**Approved Providers**”). [●] is the Qualified Person provided by an Approved Provider that, as of the date of this Agreement, has been appointed to serve as the initial Independent Director and has also been approved to serve as the initial Independent Director for the Company in connection with the Confirmation Order entered

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<sup>3</sup> NTD: Does this entity still exist?



by the Bankruptcy Court for the Southern District of Texas before which the reorganization of Fieldwood was being conducted.

(b) The Independent Director may not be removed without Apache's prior written consent, which may be given or withheld in its sole discretion. If the Independent Director is removed with Apache's written consent or the Independent Director resigns or otherwise ceases to serve in such capacity, then the Company (acting by majority vote of its Members) shall select another Qualified Person from the Approved Providers to serve as the Independent Director.

**Section 7.03 Sole Manager.** The Company shall not have any officers or employees other than a Sole Manager. In accordance with the procedure for the selection of the Sole Manager set forth in the Term Sheet, [●] has been selected and designated to serve as the initial Sole Manager. The Sole Manager may not be removed without Apache's prior written consent, which may be given or withheld in its sole discretion. In the event that the Sole Manager is removed with Apache's written consent or the Sole Manager resigns or otherwise ceases to serve in such capacity, then the Sole Manager shall be selected pursuant to the following procedure: Apache and the Company (acting through the Independent Director for all purposes under this Section 7.03, who shall solicit input from Fieldwood II for all purposes under this Section 7.03) shall each provide the other with a list of three natural persons, each having a minimum of five years of relevant experience in the energy sector; and if one or more names appear on both Apache's and the Company's lists, then the Company will select, and the Member(s) shall cause the Company to select, the new Sole Manager from those common names; if, however, there are no common names between Apache's and the Company's lists, then Apache and the Company (acting through the Independent Director, who shall solicit input from Fieldwood II) shall each have the right to strike two names from the other's list, and the new Sole Manager shall be selected by the Independent Director from the remaining two names.

#### **Section 7.04 Service Provider.**

(a) Subject to the Transition Services Agreement described below in Section 7.04(b), the Sole Manager shall hire one or more third-party service provider(s) (whether one or more, collectively, the "**Service Provider**") to perform all operations and plugging and abandonment and decommissioning activities with respect to the Company's and GOM Shelf's properties or assets in a manner consistent with the procedures set forth in this Section 7.04. The Sole Manager shall solicit and obtain a bid for the work to be performed by each Service Provider from not less than three qualified candidates, each of which must (i) have a minimum of five years of relevant experience and (ii) not be, as of such date when bids are submitted, an Affiliate of Apache; such bids shall detail the scope, terms and conditions of the work to be performed, along with the price to be paid for the performance of such work. The Company shall share copies of each such bid received with Apache promptly following receipt thereof. Following the receipt of such bids, with Apache's prior written consent (which may be given or withheld in its sole discretion), the Sole Manager shall select the candidate whose bid contains the lowest price and best terms for the work to be performed, in view of their relevant experience (all as determined in good faith by the Sole Manager and consented to by Apache), to serve as the Service Provider, and shall

cause the Company to enter into an agreement with such Service Provider (such agreement, a “**Service Provider Agreement**”) to provide services contemplated in this Section 7.04; provided that, immediately prior to executing such Service Provider Agreement, the Sole Manager shall have confirmed that the proposed Service Provider satisfies the candidate qualifications detailed in clause (ii) of the immediately prior sentence (as if being considered on the date of such Service Provider Agreement rather than the date when bids are submitted), and if the proposed Service Provider does not satisfy such candidate qualifications, the Sole Manager shall then reconsider the submitted bids and select another candidate in accordance with the requirements of this sentence as if the previously selected candidate had not submitted a bid. Any Service Provider Agreement shall be in such form and contain such terms as the Sole Manager determines in good faith to be appropriate and consistent with this Section 7.04. In the event that the Sole Manager elects to remove the Service Provider or the Service Provider otherwise ceases to provide its services in such capacity, then the Sole Manager shall again bid out the work, and shall select the Person to serve as the successor Service Provider, in accordance with the foregoing procedures of this Section 7.04.

(b) Upon the effectiveness of the Plan of Reorganization, the Company shall enter into the Transition Services Agreement with Fieldwood II pursuant to which Fieldwood II shall provide transitional operations for the Company in accordance with the terms of the Transition Services Agreement. The Company and Fieldwood II (in its sole discretion) may mutually agree that Fieldwood II shall become the Service Provider, at the effective time of which the Transition Services Agreement shall terminate, and the Sole Manager shall cause the Company to enter into the Service Provider Agreement with Fieldwood II. Furthermore, as provided in the Transition Services Agreement, the Transition Services Agreement may be terminated by the Company, in its sole discretion, in accordance with the terms of the Transition Services Agreement.

**Section 7.05 Actions Requiring Independent Director Consent and Service Provider.** Without the prior consent of the Independent Director (which consent may be given or withheld in the sole discretion of the Independent Director), and the Company shall not do, or enter into any commitment to do, and shall not cause or permit GOM Shelf to do, or enter into any commitment to do, any of the following:

- (a) amend, modify, supplement or waive the Certificate of Formation, this Agreement or any other organizational documents of the Company or its Subsidiaries;
- (b) remove or replace the Sole Manager or the Service Provider;
- (c) enter into a fundamental business transaction (as such term is defined in the BOC), including a merger, consolidation, interest exchange, conversion or sale of all or substantially all of the Company’s or GOM Shelf’s properties or assets;
- (d) wind-up, dissolve, liquidate or terminate the Company or any of its Subsidiaries prior to the occurrence of any event set forth in Section 11.01 or enter into a

receivership or initiate a bankruptcy proceeding involving the Company or any of its Subsidiaries;

(e) revoke a voluntary decision to wind up the Company or GOM Shelf or cancel the required winding up of the Company due to an event specified in § 11.051 of the BOC; or

(f) reinstate the Company or GOM Shelf after termination.

Except as provided in the fourth sentence of Section 9.02(a), in exercising its rights and performing its duties under this Agreement (including pursuant to this Section 7.05), the Independent Director shall have fiduciary duties of loyalty and care similar to that of a director of a business corporation organized under the BOC.

**Section 7.06 Actions Requiring Apache Consent.** Without the prior written consent of Apache (which written consent may be given or withheld in Apache's sole discretion, unless expressly indicated otherwise), the Company shall not do, or enter into any commitment to do, and shall not cause or permit GOM Shelf to do, or enter into any commitment to do, any of the following:

(a) conduct or be involved in any business or operations other than (i) operating or plugging and abandoning and decommissioning the Legacy Apache Properties and (ii) causing GOM Shelf to operate or plug and abandon and decommission the GOM Shelf Properties;

(b) purchase or farm-in any properties or assets or sell any of the Company's or GOM Shelf's properties or assets; provided that, following receipt of any such written consent from Apache to purchase or farm-in any properties or assets, other than with respect to usual and ordinary G&A and operating expenditures required to own and maintain such properties or assets, no additional funds of, or available to, the Company or GOM Shelf shall be spent with respect to such properties or assets without the prior written consent of Apache (which written consent may be given or withheld in Apache's sole discretion), provided further, however, that if any Person makes an unsolicited proposal to farm in to any of the Legacy Apache Properties or the GOM Shelf Properties on fair market terms and conditions (including fair market rates of return), then the Company shall be obligated to market (or cause GOM Shelf to market) such farm-in opportunity and accept (or cause GOM Shelf to accept) the highest and best offer for such farm-in opportunity as long as the farm-in transaction would be accretive to the Company's consolidated cash flow, and in such instance no consent from Apache will be required if Apache has made or bid on such farm-in opportunity;

(c) farm-out any of the Company's or GOM Shelf's properties or assets; provided, however, if any Person makes an unsolicited proposal to farm in to any of the Legacy Apache Properties or the GOM Shelf Properties on fair market terms and conditions (including fair market rates of return), then the Company shall be obligated to market (or cause GOM Shelf to market) such farm-in opportunity and accept (or cause GOM Shelf to accept) the highest and best offer for such farm-in opportunity as long as

the farm-in transaction would be accretive to the Company's consolidated cash flow, and in such instance no consent from Apache will be required if Apache has made or bid on such farm-in opportunity;

(d) incur indebtedness for borrowed money other than pursuant to the Standby Facility, pledge or grant Liens on any properties or assets of the Company or GOM Shelf other than those provided pursuant to the Standby Facility Documentation and the Recharacterization Mortgages, or guarantee, assume, endorse or otherwise become responsible for the obligations of any other Person;

(e) issue additional Membership Interests or any other Equity Securities or admit additional Members to the Company, or issue additional equity interests of or admit additional members to GOM Shelf;

(f) use its free cash flow (after operating expenses) for any purposes other than fulfilling its obligations to Apache under the Decommissioning Agreement and the Standby Facility Documentation for so long as the obligations thereunder have yet to be satisfied in full (for the avoidance of doubt, Apache's consent shall be required for any development activities proposed by Fieldwood II under the Farmout Agreement);

(g) make any loan, advance, or capital contribution or make any investment in any Person;

(h) enter into, amend, waive, or terminate any Related Party Agreement;

(i) amend, modify, supplement, restate, or waive any provision of the Certificate of Formation, this Agreement, or any other organizational documents of the Company or its Subsidiaries (and any such amendment, modification, supplement, or waiver that is attempted without Apache's prior written consent shall be void *ab initio* and without effect);

(j) engage in any activity or take any action with respect to its properties or assets, other than in the ordinary course of business;

(k) select, remove, or replace, or change the work to be performed by, the Service Provider;

(l) remove, replace, or change the powers, rights, or responsibilities of, the Sole Manager or the Independent Director;

(m) establish a Subsidiary or enter into any joint venture or similar business arrangement or enter into a transaction covered by Section 7.09;

(n) settle any lawsuit, action, dispute, or other proceeding or otherwise assume any liability or agree to the provision of any equitable relief by the Company or GOM Shelf;

(o) enter into a fundamental business transaction (as such term is defined in the BOC), including a merger, consolidation, interest exchange, conversion, or sale of all or substantially all of the Company's or GOM Shelf's properties or assets;

(p) wind-up, dissolve, liquidate, or terminate the Company or any of its Subsidiaries or initiate a bankruptcy proceeding involving the Company or any of its Subsidiaries;

(q) revoke a voluntary decision to wind up the Company or GOM Shelf or cancel the required winding up of the Company due to an event specified in § 11.051 of the BOC; or

(r) reinstate the Company or GOM Shelf after termination.

In addition to the foregoing, if (i)(A) the Company or GOM Shelf defaults on its plugging and abandonment and decommissioning obligations under the Decommissioning Agreement, (B) any Governmental Authority or any other Person seeks to cause Apache or its Affiliates to conduct plugging and abandonment or decommissioning activity that is required in accordance with Applicable Law or contract in respect of any of the Legacy Apache Properties or the GOM Shelf Properties, and (C) Apache conducts such plugging and abandonment or decommissioning activity or activities, or (ii) prior to the cessation of all production from, and completion of all plugging and abandonment and decommissioning on, the Legacy Apache Properties and the GOM Shelf Properties, any letter of credit or bond that is part of the Decommissioning Security is not renewed in a manner consistent in all respects with the existing terms of such letter of credit or bond, then the Company shall, and the Independent Director and the Sole Manager shall cause the Company to: (x) if applicable, as promptly as practicable after the Independent Director or the Sole Manager becomes aware of an event described in clause (ii) immediately above, provide written notice to Apache of the upcoming expiration of, and inability to renew, such letter of credit or bond in a manner consistent in all respects with the existing terms of such letter of credit or bond, and use its best efforts to assist Apache in drawing under the expiring letter of credit or bond so that drawn funds can be contributed to Trust A; (y) take any action reasonably requested by Apache to entitle Apache to be reimbursed by the Company or to draw on the cash in Trust A or the other Decommissioning Security to pay or reimburse Apache for the costs (which costs shall include, without limitation, costs of compensation and benefits of officers and employees of Apache and its Affiliates that devote any of their productive time to performing or overseeing any of the plugging and abandonment and decommissioning activities with respect to the Legacy Apache Properties or the GOM Shelf Properties in accordance with the provisions on Schedule D attached hereto applied in a consistent manner as the application of COPAS procedures, which costs shall be determined in good faith by Apache based on the time spent by such employees in performing or overseeing such activities) and expenses incurred in conducting such activity or activities or, if such costs have been paid by Trust A or reimbursed to Apache with funds from Trust A, then to contribute funds to Trust A; and (z) not take any position in any proceeding opposed to or that is otherwise inconsistent with Apache's ability to draw on the cash in Trust A or the other Decommissioning Security to pay or reimburse Apache for such costs and expenses incurred in conducting such activity or activities or to contribute funds to Trust A.

Furthermore, the Company shall provide written notice to Apache of (i) each request or proposal the Company or GOM Shelf receives from a Person to farm in to any of the Legacy Apache Properties or the GOM Shelf Properties and (ii) each prospective joint development under the Farmout Agreement. In connection with each of the foregoing, the Company shall, and shall cause GOM Shelf to, provide Apache full and open access to all information that the Company or GOM Shelf has regarding each such opportunity.

**Section 7.07 Compensation and Reimbursement of the Independent Director, the Sole Manager, the Service Provider and Fieldwood II.** The Independent Director shall be compensated for the services provided by such individual as the Independent Director of the Company in the amount as specified in Schedule B attached hereto. The Sole Manager shall be compensated for the services provided by such individual as the Sole Manager of the Company in the amount as specified in Schedule C attached hereto. The Company shall reimburse the Independent Director and the Sole Manager for all ordinary, necessary, and direct third-party expenses incurred by the Independent Director and the Sole Manager, respectively, on behalf of the Company in carrying out the Company's business activities. All reimbursements for expenses shall be reasonable in amount and shall not exceed \$[●] in the aggregate for any Fiscal Year. The Service Provider shall be compensated for the services provided by the Service Provider and reimbursed for the out-of-pocket costs and expenses incurred in connection therewith as shall be set forth in the applicable Service Provider Agreement. Fieldwood II shall be compensated for its services under the Transition Services Agreement and reimbursed for the out-of-pocket costs and expenses incurred in connection therewith as set forth in the Transition Services Agreement.

**Section 7.08 No Personal Liability.** Except as otherwise provided in the BOC, by Applicable Law, or expressly in this Agreement, neither the Independent Director nor the Sole Manager will be obligated personally for any debt, obligation, or liability of the Company, whether arising in contract, tort, or otherwise, including a debt, obligation, or liability under a judgment, decree, or order of a court, solely by reason of being or acting as the Independent Director or the Sole Manager, as applicable.

**Section 7.09 Funding Capital Expenditures.** Prior to the cessation of all production from, and completion of all plugging and abandonment and decommissioning activities on, the Legacy Apache Properties and the GOM Shelf Properties, if the Company receives a proposal that the Company engage in any project that is forecast to increase production or cash flow generated from the Legacy Apache Properties or the GOM Shelf Properties (excluding any proposed development activities pursuant to the Farmout Agreement), then the Sole Manager shall, through a written notice, offer to Apache the opportunity to fund the capital expenditures related to such project on behalf of the Company on terms and subject to conditions to be mutually agreed between the Company and Apache; provided that the Company acknowledges and agrees that if any such capital expenditures are funded, in whole or in part, out of funds then available to be borrowed by the Company under the Standby Facility, any additional properties or assets obtained or that come into existence as a result of the use of such borrowed amounts under the Standby Facility, including, without limitation, any increased production or cash amounts generated thereby, shall be pledged as additional security under the Standby Facility Documentation. Such written notice provided to Apache shall include all available details about such opportunity, including, but not limited to, the forecast impact on production and cash flow from the Legacy Apache Properties or



the GOM Shelf Properties, as appropriate. Apache shall have a reasonable period (not to exceed 20 Business Days) following its receipt of such written notice to provide written notice to the Company of (a) Apache's election to fund any such capital expenditures and the terms and conditions that Apache proposes to apply thereto, including whether it will fund such capital expenditure, in whole or in part, using amounts then available to be borrowed by the Company under the Standby Facility (such notice, an "**Acceptance Notice**"), (b) Apache's election not to fund any such capital expenditures (such notice, a "**Rejection Notice**"), or (c) Apache's request for additional information it requires to fully evaluate the proposed project (such notice, an "**Information Notice**"). If Apache provides a timely Acceptance Notice, then the Company and Apache shall endeavor in good faith to negotiate the proposed terms and conditions that will apply thereto, and if mutually satisfactory terms are agreed to by the Company and Apache, such terms and conditions shall be documented as promptly as practicable and the closing of such agreement and funding(s) of such capital expenditures shall occur as so agreed. If (i) Apache timely provides to the Company a Rejection Notice, (ii) Apache timely provides an Acceptance Notice but the Company and Apache are unable within 60 Business Days after the Company's receipt of the Acceptance Notice to agree upon mutually satisfactory terms and conditions applicable thereto, or (iii) Apache does not submit a timely response to the offer, then the offer for Apache to fund the capital expenditures of the Company in the applicable project shall be deemed rejected by Apache and the Company shall have 180 days within which to obtain third-party funding for such capital expenditures subject to, and in accordance with, the other terms and conditions of this Agreement (including, without limitation, Section 7.06); provided, however, if the Company is unable to obtain such funding subject to, and in accordance with, the other terms and conditions of this Agreement within such 180-day period, then the Company must again follow the procedures in this Section 7.09 and offer Apache the opportunity to fund such expenditures. If Apache timely provides the Company with an Information Notice, then the Company shall endeavor in good faith to promptly provide the requested information to Apache, and following Apache's receipt of such information, Apache shall have the right to accept or reject such offer on the terms set forth in this Section 7.09.

## ARTICLE VIII TRANSFER

### Section 8.01 General Restrictions on Transfer.

(a) No Member shall Transfer all or any portion of its Membership Interest in the Company without the prior written approval of:

(i) Apache and the Company prior to (A) the cessation of all production from, and completion of all plugging and abandonment and decommissioning on, the Legacy Apache Properties and the GOM Shelf Properties, (B) the repayment in full of any and all amounts outstanding under the Standby Facility and the satisfaction of all obligations under the Standby Facility Documentation, (C) the payment or reimbursement by the Company or from funds available under the Decommissioning Security of the costs (which costs shall include, without limitation, costs of compensation and benefits of officers and employees of Apache and its Affiliates that devote any of their productive time to performing or

overseeing any of the plugging and abandonment and decommissioning activities with respect to the Legacy Apache Properties or the GOM Shelf Properties in accordance with the provisions on Schedule D attached hereto applied in a consistent manner as the application of COPAS procedures) and expenses incurred by Apache and its Affiliates (1) in performing any plugging and abandonment and decommissioning activities with respect to the Legacy Apache Properties or the GOM Shelf Properties or (2) pursuant to or as may be required in connection with the Decommissioning Agreement, and (D) the reimbursement to Apache and its Affiliates for any and all costs and expenses incurred by Apache or any of its Affiliates pursuant to the penultimate sentence of Section 12.01 in connection with evaluating any matter specified in Section 7.06 for which Apache's consent is requested or required; and

(ii) thereafter, the Company.

(b) Subject to Section 8.01(a), each Member agrees that it will not Transfer all or any portion of its Membership Interest in the Company, and the Company agrees that it shall not issue any Membership Interests:

(i) except as permitted under the Securities Act and other applicable federal or state securities or blue sky laws, and then, with respect to a Transfer of Membership Interests, only upon delivery to the Company of an opinion of counsel in form and substance satisfactory to the Company to the effect that such Transfer may be effected without registration under the Securities Act;

(ii) if such Transfer or issuance would cause the Company to be considered a "publicly traded partnership" under Section 7704(b) of the Code within the meaning of Treasury Regulations Section 1.7704-1(h)(1)(ii), including the look-through rule in Treasury Regulations Section 1.7704-1(h)(3);

(iii) if such Transfer or issuance would affect the Company's existence or qualification as a limited liability company under the BOC;

(iv) if such Transfer or issuance would cause the Company to lose its status as a partnership for federal income tax purposes;

(v) if such Transfer or issuance would cause the Company to be required to register as an investment company under the Investment Company Act of 1940, as amended; or

(vi) if such Transfer or issuance would cause the assets of the Company to be deemed "Plan Assets" as defined under the Employee Retirement Income Security Act of 1974 or its accompanying regulations or result in any "prohibited transaction" thereunder involving the Company.

(c) Any Transfer or attempted Transfer of any Membership Interest in violation of this Agreement shall be null and void *ab initio*, no such Transfer shall be recorded on

the Company's books, and the purported Transferee in any such Transfer shall not be treated (and the purported Transferor shall continue to be treated) as the owner of such Membership Interest for all purposes of this Agreement.

(d) Subject to Section 7.06(e), no Transfer of any Membership Interest to a Person not already a Member of the Company shall be deemed completed until the prospective Transferee has executed a joinder agreement in form and substance acceptable to the Company.

(e) For the avoidance of doubt, any completed Transfer of a Membership Interest permitted by this Agreement shall be deemed a sale, transfer, assignment, or other disposal of such Membership Interest in its entirety as intended by the parties to such Transfer, and shall not be deemed a sale, transfer, assignment, or other disposal of any less than all of the rights and benefits described in the definition of the term "Membership Interest."

## ARTICLE IX EXCULPATION AND INDEMNIFICATION

### Section 9.01 Exculpation of Covered Persons.

(a) **Covered Persons.** As used herein, the term "**Covered Person**" shall mean (i) each current or former Member; (ii) each current or former manager, officer, director (including the Independent Director), shareholder, partner, member, Affiliate, employee, agent, or Representative of each Member, and each of their Affiliates; and (iii) each manager (including the Sole Manager), officer (if any), employee (if any), agent, or Representative of the Company.

(b) **Standard of Care.** Subject to Section 9.02(a) with respect to the Independent Director, no Covered Person shall be liable to the Company or any other Covered Person for any loss, damage, or claim incurred by reason of any action taken or omitted to be taken by such Covered Person in good faith reliance on the provisions of this Agreement, so long as such action or omission does not constitute fraud or willful misconduct by such Covered Person.

(c) **Good Faith Reliance.** A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports, or statements (including financial statements and information, opinions, reports, or statements as to the value or amount of the assets, liabilities, Net Income, or Net Losses of the Company or any facts pertinent to the existence and amount of assets from which distributions might properly be paid) of the following Persons or groups: (i) another Member; (ii) one or more officers or employees of the Company; (iii) any attorney, independent accountant, appraiser, or other expert or professional employed or engaged by or on behalf of the Company; or (iv) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence. The preceding sentence

shall in no way limit any Person's right to rely on information to the extent provided in § 3.102 or § 3.105 of the BOC.

## **Section 9.02 Liabilities and Duties of Covered Persons.**

(a) **Limitation of Liability.** This Agreement, unless otherwise specifically stated herein, is not intended to, and does not, create or impose any fiduciary duty on any Covered Person. Furthermore, each of the Members and the Company hereby waives any and all fiduciary duties that, absent such waiver, may be implied by Applicable Law, and in doing so, acknowledges and agrees that the duties and obligations of each Covered Person to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person. Notwithstanding anything to the contrary in this Article IX, to the fullest extent permitted by Applicable Law, and notwithstanding any duty otherwise existing at law or in equity, the Independent Director shall consider only the interests of the Company, including its creditors, in acting or otherwise consenting to matters requiring the consent of the Independent Director in this Agreement. Except for duties to the Company as set forth in the immediately preceding sentence (including duties to the Members and the Company's creditors solely to the extent of their respective economic interests in the Company but excluding (i) all other interests of the Members, (ii) the interests of other Affiliates of the Company, and (iii) the interests of any group of Affiliates of which the Company is a part) and in the last sentence of Section 7.05, the Independent Director shall not have any fiduciary duties to the Members or any other Person bound by this Agreement; provided, however, the foregoing shall not eliminate the implied contractual covenant of good faith and fair dealing. To the fullest extent permitted by law, the Independent Director shall not be liable to the Company, the Members or any other Person bound by this Agreement for breach of contract or breach of duties (including fiduciary duties), unless the Independent Director acted in bad faith or engaged in willful misconduct.

(b) **Duties.** Except as provided in Section 9.02(a) with respect to the Independent Director, whenever in this Agreement a Covered Person is permitted or required to make a decision (including a decision that is in such Covered Person's "discretion" or under a grant of similar authority or latitude), the Covered Person shall be entitled to consider only such interests and factors as such Covered Person desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Person. Whenever in this Agreement a Covered Person is permitted or required to make a decision in such Covered Person's "good faith," the Covered Person shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement or any other Applicable Law.



### **Section 9.03 Indemnification.**

(a) **Indemnification.** To the fullest extent permitted by the BOC, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution, or replacement, only to the extent that such amendment, substitution, or replacement permits the Company to provide broader indemnification rights than the BOC permitted the Company to provide prior to such amendment, substitution, or replacement), the Company shall indemnify, hold harmless, defend, pay, and reimburse any Covered Person against any and all losses, claims, damages, judgments, fines, or liabilities, including reasonable legal fees or other expenses incurred in investigating or defending against such losses, claims, damages, judgments, fines, or liabilities, and any amounts expended in settlement of any claims (collectively, “**Losses**”) to which such Covered Person may become subject by reason of:

(i) any act or omission or alleged act or omission performed or omitted to be performed on behalf of the Company, any Member, or any direct or indirect Subsidiary of the foregoing in connection with the business of the Company; or

(ii) such Covered Person being or acting in connection with the business of the Company as a member, shareholder, Affiliate, manager, director, officer, employee, or agent of the Company, any Member, or any of their respective Affiliates, or that such Covered Person is or was serving at the request of the Company as a member, manager, director, officer, employee, or agent of any Person including the Company;

provided, that (x) such Covered Person acted in good faith and in a manner believed by such Covered Person to be in, or not opposed to, the best interests of the Company and, with respect to any criminal proceeding, had no reasonable cause to believe his conduct was unlawful, and (y) such Covered Person’s conduct did not constitute fraud or willful and intentional misconduct, in either case as determined by a final, nonappealable order of a court of competent jurisdiction. In connection with the foregoing, the termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Covered Person did not act in good faith or, with respect to any criminal proceeding, had reasonable cause to believe that such Covered Person’s conduct was unlawful, or that the Covered Person’s conduct constituted fraud or willful misconduct.

(b) **Control of Defense.** Upon a Covered Person’s discovery of any claim, lawsuit, or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this Section 9.03, the Covered Person shall give prompt written notice to the Company of such claim, lawsuit, or proceeding, provided, that the failure of the Covered Person to provide such notice shall not relieve the Company of any indemnification obligation under this Section 9.03, unless the Company shall have been materially prejudiced thereby. The Company shall be entitled to participate in or assume the defense of any such claim, lawsuit, or proceeding at its own expense. After notice from the Company to the Covered Person of its election to assume the defense of any such claim,

lawsuit, or proceeding, the Company shall not be liable to the Covered Person under this Agreement or otherwise for any legal or other expenses subsequently incurred by the Covered Person in connection with investigating, preparing to defend, or defending any such claim, lawsuit, or other proceeding. If the Company does not elect (or fails to elect) to assume the defense of any such claim, lawsuit, or proceeding, the Covered Person shall have the right to assume the defense of such claim, lawsuit, or proceeding as it deems appropriate, but it shall not settle any such claim, lawsuit, or proceeding without the consent of the Company (which consent shall not be unreasonably withheld, conditioned, or delayed).

(c) **Reimbursement.** The Company shall promptly reimburse (and/or advance to the extent reasonably required) each Covered Person for reasonable legal or other expenses (as incurred) of such Covered Person in connection with investigating, preparing to defend, or defending any claim, lawsuit, or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this Section 9.03; provided, that if it is finally judicially determined that such Covered Person is not entitled to the indemnification provided by this Section 9.03, then such Covered Person shall promptly reimburse the Company for any reimbursed or advanced expenses.

(d) **Entitlement to Indemnity.** The indemnification provided by this Section 9.03 shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement or otherwise. The provisions of this Section 9.03 shall continue to afford protection to each Covered Person regardless of whether such Covered Person remains in the position or capacity pursuant to which such Covered Person became entitled to indemnification under this Section 9.03 and shall inure to the benefit of the executors, administrators, legatees, and distributees of such Covered Person.

(e) **Insurance.** To the extent available on commercially reasonable terms, the Company may purchase, at its expense, insurance to cover Losses covered by the foregoing indemnification provisions and to otherwise cover Losses for any breach or alleged breach by any Covered Person of such Covered Person's duties in such amount and with such deductibles as the Sole Manager may reasonably determine; provided, that the failure to obtain such insurance shall not affect the right to indemnification of any Covered Person under the indemnification provisions contained herein, including the right to be reimbursed or advanced expenses or otherwise indemnified for Losses hereunder. If any Covered Person recovers any amounts in respect of any Losses from any insurance coverage, then such Covered Person shall, to the extent that such recovery is duplicative, reimburse the Company for any amounts previously paid to such Covered Person by the Company in respect of such Losses.

(f) **Funding of Indemnification Obligation.** Notwithstanding anything contained herein to the contrary, any indemnity by the Company relating to the matters covered in this Section 9.03 shall be provided out of and to the extent of Company assets only, and no Member (unless such Member otherwise agrees in writing) shall have personal



liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity by the Company.

(g) **Savings Clause.** If this Section 9.03 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Covered Person pursuant to this Section 9.03 to the fullest extent permitted by any applicable portion of this Section 9.03 that shall not have been invalidated and to the fullest extent permitted by Applicable Law.

(h) **Amendment.** The provisions of this Section 9.03 shall be a contract between the Company, on the one hand, and each Covered Person who served in such capacity at any time while this Section 9.03 is in effect, on the other hand, pursuant to which the Company and each such Covered Person intend to be legally bound. No amendment, modification, or repeal of this Section 9.03 that adversely affects the rights of a Covered Person to indemnification for Losses incurred or relating to a state of facts existing prior to such amendment, modification or repeal shall apply in such a way as to eliminate or reduce such Covered Person's entitlement to indemnification for such Losses without the Covered Person's prior written consent.

**Section 9.04 Survival.** The provisions of this ARTICLE IX shall survive the dissolution, liquidation, winding up, and termination of the Company.

## ARTICLE X ACCOUNTING; TAX MATTERS

**Section 10.01 Financial Statements and Other Information.** The Company shall furnish to each Member and Apache the following reports:

(a) **Annual Financial Statements.** As soon as available, and in any event within 105 days after the end of each Fiscal Year, its audited consolidated balance sheet and related consolidated statements of operations, Members' equity and cash flows as of the end of and for such year prepared under AICPA auditing standards, setting forth in each case in comparative form the figures for the previous Fiscal Year, all reported on by independent public accountants acceptable to each Member and Apache (without a "going concern" or like qualification, commentary, or exception (except to the extent that any such qualification, commentary, or exception expressly indicates that after giving effect to the exclusion of asset retirement obligations reflected on the accompanying balance sheet, there would be no such qualification, commentary, or exception), and without any qualification or exception as to the scope of such audit) to the effect that such consolidated financial statements present fairly in all material respects the consolidated financial condition and results of operations of the Company and GOM Shelf in accordance with GAAP consistently applied;

(b) **Quarterly Financial Statements.** As soon as available, and in any event within 50 days after the end of each quarterly accounting period in each Fiscal Year (including the last fiscal quarter of the Fiscal Year), its unaudited consolidated balance sheet and related unaudited consolidated statements of operations, Members' equity and

cash flows as of the end of and for such fiscal quarter and the then elapsed portion of the current Fiscal Year, setting forth in each case in comparative form the figures for the corresponding period or periods of the previous Fiscal Year or as at the end of such period or periods, all in reasonable detail and certified by the Company as presenting fairly in all material respects the consolidated financial condition and results of operations of the Company and GOM Shelf in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes; and

(c) **Monthly Operating Data.** As soon as available, but in no event later than 15 Business Days after the end of each calendar month, a statement in a form reasonably satisfactory to each Member and Apache showing all operating data for the Company and GOM Shelf, including operating expenses and revenue for each of the Company and GOM Shelf, for such calendar month.

(d) **Operating Budget.** As soon as available, but in any event no later than 60 days after the end of each Fiscal Year of the Company, a detailed operating budget for the Fiscal Year, forecasting revenue, operating costs, and capital expenses for each fiscal quarter in form reasonably satisfactory to each Member and Apache.

(e) **Additional Information.** Promptly following any reasonable request therefor, such other information regarding the operations, business affairs and financial condition of each of the Company and GOM Shelf, as any Member or Apache may reasonably request, including, without limitation, decommissioning cost estimates and calculations.

**Section 10.02 Inspection Rights.** Upon reasonable notice from a Member or Apache, the Company shall afford each Member or Apache and their respective Representatives access during normal business hours to (a) the Company's properties, offices, plants, and other facilities; (b) the corporate, financial, and similar records, reports, and documents of the Company, including, without limitation, all books and records, minutes of proceedings, internal management documents, reports of operations, reports of adverse developments, copies of any management letters and communications with Members or the Sole Manager or Independent Director, and to permit each Member or Apache and their respective Representatives to examine such documents and make copies thereof; and (c) any officers, senior employees, and public accountants of the Company, and to afford each Member or Apache and their respective Representatives the opportunity to discuss and advise on the affairs, finances, and accounts of the Company with such officers, senior employees, and public accountants (and the Company hereby authorizes said accountants to discuss with such Member or Apache and their respective Representatives such affairs, finances, and accounts).

**Section 10.03 Income Tax Status.** It is the intent of the Company and the Members that the Company shall be treated as a partnership or a disregarded entity for U.S., federal, state, and local income tax purposes. Neither the Company nor any Member shall make an election for the Company to be classified as other than a partnership or a disregarded entity pursuant to Treasury Regulations Section 301.7701-3.

#### **Section 10.04 Tax Matters Representative.**

(a) **Appointment.** The Members hereby appoint the Sole Manager as “partnership representative” as provided in Code Section 6223(a) (the “**Tax Matters Representative**”). If any state or local tax law provides for a tax matters partner/partnership representative or Person having similar rights, powers, authority or obligations, the person designated as the Tax Matters Representative shall also serve in such capacity. To the extent required by Applicable Law, if the Tax Matters Representative is an entity, it shall appoint a “designated individual” to act on its behalf. The Tax Matters Representative can be removed at any time by a vote of Members holding a majority of the Membership Interests, and shall resign if it is no longer a Member. In the event of the resignation or removal of the Tax Matters Representative, Members holding a majority of the Membership Interests shall select a replacement Tax Matters Representative.

(b) **Tax Examinations and Audits.** The Tax Matters Representative is authorized and required to represent the Company (at the Company’s expense) in connection with all examinations of the Company’s affairs by Taxing Authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The Tax Matters Representative shall promptly notify the Members in writing of the commencement of any tax audit of the Company, upon receipt of a tax assessment and upon receipt of a notice of final partnership adjustment, and shall keep the Members reasonably informed of the status of any tax audit and resulting administrative and judicial proceedings. Without the consent of Members holding a majority of the Membership Interests, the Tax Matters Representative shall not extend the statute of limitations, file a request for administrative adjustment, file suit relating to any Company tax refund or deficiency or enter into any settlement agreement relating to items of income, gain, loss or deduction of the Company with any Taxing Authority.

(c) **US Federal Tax Proceedings.** The Members acknowledge that the Company may elect the application of Section 6226 of the Code. This acknowledgement applies to each Member whether or not the Member owns an interest in the Company in both the reviewed year and the year of the tax adjustment. In the event that the Company elects the application of Section 6226 of the Code, the Members agree and covenant to take into account and report to the Internal Revenue Service (or any other applicable taxing authority) any adjustment to their tax items for the reviewed year of which they are notified by the Company in a written statement, in the manner provided in Section 6226(b) of the Code, whether or not the Member owns any interest in the Company at such time. Any Member that fails to report its share of such adjustments on its tax return, agrees to indemnify and hold harmless the Company and the Tax Matters Representative from and against any and all losses, costs, liabilities and expenses related to taxes (including penalties and interest) imposed on the Company as a result of the Member’s inaction. If the Company is required to pay the assessment of the imputed underpayment under Section 6225(a)(1) of the Code or similar provisions of state law, any taxes, penalties, and interest payable by the Company shall be treated as attributable to the Members, and, to the extent possible, the Tax Matters Representative shall allocate the burden of any such

amounts to those Members to whom such amounts are reasonably attributable taking into account the Member's or former Member's allocable share of taxable income or loss with respect to the Fiscal Year to which such assessment pertains and adjustments that may have been made in computing the imputed underpayment. To the extent that any such amount is payable by the Company, at the option of the Tax Matters Representative, such amount shall be recoverable from such Member as provided in Section 6.03(c). The provisions contained in this Section 10.04 shall survive the dissolution, termination or liquidation of the Company, the withdrawal of any Member or the transfer of any Member's interest in the Company and apply to unadmitted assignees of a Member Interest who may be considered current or former partners of the Company for federal tax purposes.

(d) **Tax Returns.** Each Member agrees that such Member shall not treat any Company item inconsistently on such Member's federal, state, foreign or other income tax return with the treatment of the item on the Company's return.

(e) **Section 754 Election.** The Tax Matters Representative will make an election under Code Section 754, if the Company is to be taxed as a partnership for federal tax purposes.

(f) **Indemnification.** The Company shall defend, indemnify, and hold harmless the Tax Matters Representative against any and all liabilities sustained as a result of any act or decision concerning Company tax matters and within the scope of responsibilities as Tax Matters Representative, so long as such act or decision was done or made in good faith and does not constitute gross negligence or willful misconduct.

**Section 10.05 Tax Returns.** At the expense of the Company, the Sole Manager (or any officer of the Company that it may designate pursuant to this Agreement) shall endeavor to cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the Company pursuant to the Code as well as all other required tax returns in each jurisdiction in which the Company owns property or does business. As soon as reasonably possible after the end of each Fiscal Year, the Sole Manager or any designated officer of the Company, as applicable, will cause to be delivered to each Person who was a Member at any time during such Fiscal Year, IRS Schedule K-1 to Form 1065, if applicable, and such other information with respect to the Company as may be necessary for the preparation of such Person's federal, state, and local income tax returns for such Fiscal Year.

**Section 10.06 Company Funds.** All funds of the Company shall be deposited in its name, or in such name as may be designated by the Sole Manager, in such checking, savings, or other accounts, or held in its name in the form of such other investments as shall be designated by the Sole Manager. The funds of the Company shall not be commingled with the funds of any other Person. All withdrawals of such deposits or liquidations of such investments by the Company shall be made exclusively upon the signature or signatures of the Sole Manager, or any officer or officers of the Company that may be designated by the Sole Manager, as applicable, pursuant to this Agreement.



## ARTICLE XI WINDING UP AND TERMINATION

**Section 11.01 Events Requiring Winding Up.** The Company shall begin to wind up its business and affairs only upon the occurrence of any of the following events (in each case, subject to the applicable provisions of Section 7.06):

- (a) upon the cessation of all production from, and completion of all plugging and abandonment and decommissioning on, the Legacy Apache Properties and the GOM Shelf Properties;
- (b) the occurrence of a nonwaivable event under the terms of the BOC which requires the winding up of the Company after its termination unless a Continuance occurs in respect of such event; or
- (c) the entry of a judicial decree ordering winding up and termination under § 11.314 of the BOC in proceedings of which Apache has been given notice and an opportunity to participate.

Notwithstanding the occurrence of an event referenced in Section 11.01(b), if the Company is permitted prior to the termination of its existence in accordance with the BOC to revoke a winding up upon the occurrence of such event and each of Apache, the Sole Manager, and the Independent Director provide their prior written consent to such revocation, then, to the extent so permitted under the BOC and in the manner provided therein, the Company's existence shall be continued (the revocation of such a winding up and continuance of the Company, a "**Continuance**").

**Section 11.02 Effectiveness of Termination.** The Company shall begin to wind up its business and affairs as soon as reasonably practicable upon the occurrence of an event described in **Section 11.01** (if such event has not been revoked or cancelled), but the Company shall not terminate until the winding up of the Company has been completed, the assets of the Company have been distributed as provided in **Section 11.03**, and the Certificate of Termination shall have been filed as provided in **Section 11.04**.

**Section 11.03 Liquidation.** If the Company is to be terminated pursuant to **Section 11.01**, the Company shall be liquidated and its business and affairs wound up in accordance with the BOC and the following provisions:

- (a) **Liquidator.** The Sole Manager shall act as liquidator to wind up the Company (the "**Liquidator**"); provided, however, that if there is then a vacancy in the position of the Sole Manager or the Sole Manager is not willing to act as the Liquidator, the Members shall appoint a person to act as the Liquidator. The Liquidator shall have full power and authority to sell, assign, and encumber any or all of the Company's assets and to wind up and liquidate the affairs of the Company in an orderly and business-like manner.
- (b) **Accounting.** As promptly as possible after the event requiring winding up and again after final liquidation, the Liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities,

and operations through the last day of the calendar month in which such event occurs or the final liquidation is completed, as applicable.

(c) **Notice.** The Liquidator shall deliver to each known claimant of the Company the notice required by § 11.052 of the BOC.

(d) **Distribution of Proceeds.** The Liquidator shall liquidate the assets of the Company and distribute the proceeds of such liquidation in the following order of priority, unless otherwise required by mandatory provisions of Applicable Law:

(i) First, to the payment of all of the Company's debts and liabilities to its creditors (including Members, if applicable) and the expenses of liquidation (including sales commissions incident to any sales of assets of the Company);

(ii) Second, to Trust A until the aggregate funds in Trust A are in an amount equal to 125% of the then Remaining Decommissioning (as defined in the Decommissioning Agreement);

(iii) Third, to the establishment of and additions to other reserves that are determined by the Liquidator to be reasonably necessary for any contingent unforeseen liabilities or obligations of the Company; and

(iv) Fourth, to the Members in accordance with the positive balances in their respective Capital Accounts, as determined after taking into account all Capital Account adjustments for the taxable year of the Company during which the liquidation of the Company occurs.

(e) **Discretion of Liquidator.** Notwithstanding the provisions of Section 11.03(d) that require the liquidation of the assets of the Company, but subject to the order of priorities set forth in Section 11.03(d), if upon winding up of the Company the Liquidator reasonably determines that an immediate sale of part or all of the Company's assets would be impractical or could cause undue loss to the Members, the Liquidator may defer the liquidation of any assets except those necessary to satisfy Company liabilities, Trust A, and reserves, and may, upon approval of holders of a majority of the outstanding Membership Interests, distribute to the Members, in lieu of cash, as tenants in common and in accordance with the provisions of Section 11.03(d), undivided interests in such Company assets as the Liquidator deems not suitable for liquidation. Any such distribution in kind shall be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any agreements governing the operating of such properties at such time. For purposes of any such distribution, any property to be distributed will be valued at its Fair Market Value.

**Section 11.04 Certificate of Termination.** Upon completion of the distribution of the assets of the Company as provided in Section 11.03(d) hereof, the Liquidator or other such officer shall execute and cause to be filed a Certificate of Termination in the State of Texas and shall cause the cancellation of all qualifications and registrations of the Company as a foreign limited liability company in jurisdictions other than the State of Texas and shall take such other actions as



may be necessary to terminate the Company. Upon acceptance of the Certificate of Termination by the Texas Secretary of State, the Company shall be terminated.

**Section 11.05 Survival of Rights, Duties, and Obligations.** Dissolution, liquidation, winding up, or termination of the Company for any reason shall not release any party from any Loss that at the time of such dissolution, liquidation, winding up, or termination already had accrued to any other party or thereafter may accrue in respect of any act or omission prior to such dissolution, liquidation, winding up, or termination. For the avoidance of doubt, none of the foregoing shall replace, diminish, or otherwise adversely affect any Member's right to indemnification pursuant to **Section 9.03**.

**Section 11.06 Recourse for Claims.** Each Member shall look solely to the assets of the Company for all distributions with respect to the Company, such Member's Capital Account, and such Member's share of Net Income, Net Loss, and other items of income, gain, loss, and deduction, and shall have no recourse therefor (upon termination or otherwise) against the Liquidator, the Independent Director, or any other Member.

## ARTICLE XII MISCELLANEOUS

**Section 12.01 Expenses.** Except as otherwise expressly provided herein, in the Restructuring Support Agreement, or in the Confirmation Order, all costs and expenses, including fees and disbursements of counsel, financial advisors, and accountants, incurred in connection with the preparation and execution of this Agreement, or any amendment or waiver hereof, and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses. In addition to the immediately preceding sentence and the payment or reimbursement to Apache and its Affiliates for the costs and expenses of performing any plugging and abandonment and decommissioning activities with respect to the Legacy Apache Properties or the GOM Shelf Properties as provided in the final paragraph of Section 7.06, from time to time as Apache evaluates any matter specified in Section 7.06 for which its consent is requested or required or any proposal for prospective funding of capital expenditures pursuant to Section 7.09, the Company shall reimburse Apache for all costs and expenses incurred in connection therewith, with such reimbursement to be made regardless of whether Apache consents to such matter or provides an Acceptance Notice, Rejection Notice, or Information Notice to the Company with respect to such proposal. Apache's costs shall include, without limitation, third-party costs and the reimbursable costs of compensation and benefits of employees of Apache and its Affiliates who devote productive time to evaluating any matter specified in Section 7.06 for which the consent of Apache is requested or required or any proposal for prospective funding of capital expenditures pursuant to Section 7.09, which costs shall be determined in good faith by Apache based on the time spent by such employees in conducting such evaluation. The reimbursement to be made pursuant to the immediately preceding sentences shall be made within 30 days of the Company's receipt of a statement from Apache specifying the costs to be so reimbursed.

**Section 12.02 Further Assurances.** In connection with this Agreement and the transactions contemplated hereby, the Company and each Member hereby agrees, at the request of the Company or any other Member, to execute and deliver such additional documents, instruments,

conveyances, and assurances and to take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

### **Section 12.03 Confidentiality.**

(a) Each Member acknowledges that, during the term of this Agreement, it will have access to and become acquainted with trade secrets, proprietary information, and confidential information belonging to the Company and its Affiliates that are not generally known to the public, including, but not limited to, information concerning business plans, financial statements, and other information provided pursuant to this Agreement, operating practices and methods, expansion plans, strategic plans, marketing plans, contracts, customer lists, or other business documents that the Company treats as confidential, in any format whatsoever (including oral, written, electronic, or any other form or medium) (collectively, “**Confidential Information**”). In addition, each Member acknowledges that: (i) the Company has invested, and continues to invest, substantial time, expense, and specialized knowledge in developing its Confidential Information; (ii) the Confidential Information provides the Company with a competitive advantage over others in the marketplace; and (iii) the Company would be irreparably harmed if the Confidential Information were disclosed to competitors or made available to the public. Without limiting the applicability of any other agreement to which any Member is subject, no Member shall, directly or indirectly, disclose or use (other than solely for the purposes of such Member monitoring and analyzing its investment in the Company) at any time, including, without limitation, use for personal, commercial, or proprietary advantage or profit, either during its association with the Company or thereafter, any Confidential Information of which such Member is or becomes aware. Each Member in possession of Confidential Information shall take all appropriate steps to safeguard such information and to protect it against disclosure, misuse, espionage, loss, and theft.

(b) Nothing contained in **Section 12.03(a)** shall prevent any Member from disclosing Confidential Information: (i) upon the order of any court or administrative agency; (ii) upon the request or demand of any regulatory agency or authority having jurisdiction over such Member; (iii) to the extent compelled by legal process or required or requested pursuant to subpoena, interrogatories, or other discovery requests; (iv) to the extent necessary in connection with the exercise of any remedy hereunder; (v) to the other Members; or (vi) to such Member’s Representatives who, in the reasonable judgment of such Member, need to know such Confidential Information and agree to be bound by the provisions of this **Section 12.03** as if a Member; or (vii) to any potential Transferee in connection with a proposed Transfer of Membership Interests from such Member, as long as such potential Transferee agrees in writing to be bound by the provisions of this **Section 12.03** as if a Member before receiving such Confidential Information; provided, that in the case of clause (i), (ii), or (iii), such Member shall notify the Company and other Members of the proposed disclosure as far in advance of such disclosure as practicable (but in no event make any such disclosure before notifying the Company and other Members) and use reasonable efforts to ensure that any Confidential Information so disclosed is accorded confidential treatment satisfactory to the Company, when and if available.



(c) The restrictions of **Section 12.03(a)** shall not apply to Confidential Information that: (i) is or becomes generally available to the public other than as a result of a disclosure by a Member in violation of this Agreement; (ii) is or has been independently developed or conceived by such Member without use of Confidential Information; or (iii) becomes available to such Member or any of its Representatives on a non-confidential basis from a source other than the Company, the other Members, or any of their respective Representatives, provided, that such source is not known by the receiving Member to be bound by a confidentiality agreement regarding the Company.

(d) The obligations of each Member under this **Section 12.03** shall survive for so long as such Member remains a Member, and for three years following the earlier of (i) termination, dissolution, liquidation, and winding up of the Company; (ii) the withdrawal of such Member from the Company; or (iii) such Member's Transfer of its Membership Interests; provided that with respect to Confidential Information that constitutes a trade secret under Applicable Law, the obligations of each Member under this **Section 12.03** shall survive until, if ever, such Confidential Information loses its trade secret protection other than due, directly or indirectly, to an act or omission of the Member.

**Section 12.04 Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given:

- (a) when delivered by hand (with written confirmation of receipt);
- (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or
- (c) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this **Section 12.04**):

**If to the Company:** Fieldwood Energy I LLC  
[COMPANY ADDRESS]  
Attention: [TITLE OF OFFICER TO RECEIVE NOTICES]

with a copy to: Hunton Andrews Kurth LLP  
(which shall not 600 Travis Street  
constitute notice) Suite 4200  
Houston, TX 77002  
Attention: G. Michael O’Leary

**If to the Independent Director:** [INDEPENDENT DIRECTOR ADDRESS]  
Attention: [TITLE OF OFFICER TO RECEIVE NOTICES]

with a copy to: Hunton Andrews Kurth LLP  
(which shall not 600 Travis Street  
constitute notice) Suite 4200  
Houston, TX 77002  
Attention: G. Michael O’Leary

**If to a Member:** To the Member’s respective mailing address as set forth on the Members Schedule.

**Section 12.05 Headings.** The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision of this Agreement.

**Section 12.06 Severability.** If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable under Applicable Law in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Except as provided in Section 9.03(g), upon such determination that any term or other provision is invalid, illegal, or unenforceable, this Agreement shall be modified automatically so as to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible, legal, and enforceable.

**Section 12.07 Entire Agreement.** This Agreement, together with the Certificate of Formation and all related Exhibits and Schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.



**Section 12.08 Successors and Assigns.** Subject to the restrictions on Transfers set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

**Section 12.09 No Third-Party Beneficiaries.** Except (a) with respect to certain rights reserved to Apache as set forth in this Agreement, which shall be for the benefit of and enforceable by Apache, and (b) as provided in **ARTICLE IX**, which shall be for the benefit of and enforceable by Covered Persons as described therein, this Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, successors, and assigns) and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

**Section 12.10 Amendment.** Subject to Sections 2.02 and 7.06(i), no provision of this Agreement may be amended or modified except by an instrument in writing executed by the Company and the Members holding a majority of the Membership Interests. Any such written amendment or modification will be binding upon the Company and each Member. Notwithstanding the foregoing, amendments to the Members Schedule following any new issuance, redemption, repurchase, or Transfer of Membership Interests in accordance with this Agreement may be made by the Independent Director without the consent of or execution by the Members.

**Section 12.11 Waiver.** No waiver by any party or Apache of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving or Apache, respectively. No waiver by any party or Apache shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. For the avoidance of doubt, nothing contained in this **Section 12.11** shall diminish any of the explicit and implicit waivers described in this Agreement.

**Section 12.12 Governing Law.** All issues and questions concerning the application, construction, validity, interpretation, and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Texas.

**Section 12.13 Submission to Jurisdiction.** The parties hereby agree that any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby, whether in contract, tort, or otherwise, shall be brought in the federal courts of the United States of America or the courts of the State of Texas, in each case located in Harris County and in Houston, Texas. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate

appellate courts therefrom) in any such suit, action, or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action, or proceeding in any such court or that any such suit, action, or proceeding that is brought in any such court has been brought in an inconvenient forum. Service of process, summons, notice, or other document by registered mail to the address set forth in **Section 12.04** shall be effective service of process for any suit, action, or other proceeding brought in any such court.

**Section 12.14 Waiver of Jury Trial.** EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**Section 12.15 Equitable Remedies.** Each party hereto acknowledges that a breach or threatened breach by such party of any of its obligations under this Agreement would give rise to irreparable harm to the other parties or Apache, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, each of the other parties hereto and Apache shall, in addition to any and all other rights and remedies that may be available to them in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

**Section 12.16 Attorney's Fees.** In the event that any party or third-party beneficiary hereto institutes any legal suit, action, or proceeding, including arbitration, against another party in respect of a matter arising out of or relating to this Agreement, the prevailing party or third-party beneficiary in the suit, action, or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by it in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

**Section 12.17 Remedies Cumulative.** The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise, except to the extent expressly provided in **Section 9.02** to the contrary.

**Section 12.18 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(SIGNATURE PAGE FOLLOWS)



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**The Company:**

FIELDWOOD ENERGY I LLC,  
a Texas limited liability company

By: \_\_\_\_\_  
[NAME]  
[TITLE]

**The Initial Member:**

[\_\_\_\_\_]   
a [\_\_\_\_\_]

By: \_\_\_\_\_  
[NAME]  
[TITLE]

*Signature Page to Limited Liability Company Agreement of  
Fieldwood Energy I LLC*

**EXHIBIT A**  
**FORM OF TRANSITION SERVICES AGREEMENT**

Exh. A-1

**SCHEDULE A**

**MEMBERS SCHEDULE**

<b>Member Name, and Address</b>	<b>Capital Contribution</b>	<b>Membership Interest</b>
[_____] [ADDRESS]	\$(AMOUNT)	100%
Total:	\$(AMOUNT)	100%

**SCHEDULE B**  
**INDEPENDENT DIRECTOR'S COMPENSATION**

[To be the market compensation needed to attract a qualified candidate to accept the position.]

**SCHEDULE C**

**SOLE MANAGER'S COMPENSATION**

[To be the market compensation needed to attract a qualified candidate to accept the position.]

## **SCHEDULE D**

### **ACCOUNTING PROCEDURES FOR APACHE OFFICERS AND EMPLOYEES**

#### **I. DIRECT CHARGES**

##### **1. LABOR**

A. Salaries and wages, including incentive compensation programs as set forth in COPAS MFI-37 (“Chargeability of Incentive Compensation Programs”), for:

- (1) Apache’s field employees directly employed on-site in the conduct of plugging and abandonment and decommissioning activities with respect to the applicable Legacy Apache Property or the GOM Shelf Property, and
- (2) Apache’s employees providing First Level Supervision.

Charges for Apache’s employees identified in Section I.1.A may be made based on the employee’s actual salaries and wages, or in lieu thereof, a day rate representing Apache’s average salaries and wages of the employee’s specific job category.

Charges for personnel chargeable under this Section I.1.A who are foreign nationals shall not exceed comparable compensation paid to an equivalent U.S. employee pursuant to this Section I.1.

B. Apache’s cost of holiday, vacation, sickness, and disability benefits, and other customary allowances paid to employees whose salaries and wages are chargeable under Section I.1.A, excluding severance payments or other termination allowances. Such costs under this I.1.B may be charged on a “when and as-paid basis” or by “percentage assessment” on the amount of salaries and wages chargeable under Section I.1.A. If percentage assessment is used, the rate shall be based on Apache’s cost experience.

C. Expenditures or contributions made pursuant to assessments imposed by governmental authority that are applicable to costs chargeable under Sections I.1.A and B.

D. Personal expenses of personnel whose salaries and wages are chargeable under Section I.1.A when the expenses are incurred in connection with directly chargeable activities.

E. Apache’s cost of established plans for employee benefits, as described in COPAS MFI-27 (“Employee Benefits Chargeable to Joint Operations and Subject to Percentage Limitation”), applicable to Apache’s labor costs chargeable under Sections I.1.A and B based on Apache’s actual cost not to exceed 40%.



F. Award payments to employees, in accordance with COPAS MFI-49 (“Awards to Employees and Contractors”) for personnel whose salaries and wages are chargeable under Section I.1.A.

## II. OVERHEAD

As compensation for costs not specifically identified as chargeable pursuant to Section I (Direct Charges), Apache shall be reimbursed in accordance with this Section II.

Functions included in the overhead rates regardless of whether performed by Apache, Apache’s Affiliates or third parties and regardless of location, shall include, but not be limited to, costs and expenses of:

- design and drafting
- inventory costs
- procurement
- administration
- accounting and auditing
- human resources
- management
- supervision not directly charged under Section I.1 (Labor)
- in-house legal services
- taxation
- preparation and monitoring of permits and certifications; preparing regulatory reports; appearances before or meetings with governmental agencies or other authorities having jurisdiction over the applicable Legacy Apache Property or GOM Shelf Property, other than on-site inspections.

Overhead charges shall include the salaries or wages plus applicable payroll burdens, benefits, and personal expenses of personnel performing overhead functions, as well as office and other related expenses of overhead functions.

To compensate Apache for overhead costs incurred in connection with any particular plugging and abandonment or decommissioning project conducted on any applicable Legacy Apache Property or GOM Shelf Property, the following overhead rates shall be applied to those costs incurred in the performance of such plugging, abandonment, and decommissioning activities:

- (1) 5% of total costs if such costs are less than \$100,000; plus
- (2) 3% of total costs in excess of \$100,000 but less or equal to \$1,000,000; plus
- (3) 2% of total costs in excess of \$1,000,000.

Total cost shall mean the gross cost of any one project

**Exhibit 7**

**ST 308 Bond Form**

## PERFORMANCE BOND

Bond Number: \_\_\_\_\_

### KNOW ALL MEN BY THESE PRESENTS:

That we, [Fieldwood Energy II LLC, a Texas limited liability company] with its principal office at [ ] (hereinafter called the “*Principal*”) and [ ] with its principal mailing address at [ ] (hereinafter called the “*Surety*”) are held and firmly bound unto Apache Corporation, with its principal office at 2000 Post Oak Blvd., Suite 100, Houston, TX 77056 (hereinafter called the “*Obligee*”), in the penal sum of Thirteen Million Two Hundred Thousand and 00/100 Dollars (\$13,200,000.00) (the “*Amount*”) lawful money of the United States of America for the payment of which penal sum the Principal and the Surety bind themselves, their successors and assigns, jointly, severally, and in solido, firmly by these presents.

**WHEREAS**, pursuant to the terms of that certain [ ] dated effective \_\_\_\_\_ by and between Fieldwood Energy LLC (“*Fieldwood*”) and Principal (the “*Purchase Agreement*”), Principal acquired from Fieldwood certain interests in the lease described on Exhibit “A” attached hereto and in the wells, facilities, platforms, structures, pipelines, and associated equipment located thereon (such interests so acquired collectively, the “*Property*”); and

**WHEREAS**, in accordance with the terms of the Purchase Agreement and the documents executed in connection therewith, Principal (i) assumed the obligations attributable to the Property to perform and complete the plugging, abandonment, decommissioning, and site clearance for the Properties in compliance with all applicable law, rules, and regulations (the “*P&A Obligations*”) (for the avoidance of doubt, the P&A Obligations do not include any obligations of, or any obligations attributable to the interests of, Apache Shelf Exploration LLC or any other current co-owner or their successors or assigns in the Property other than Principal), including but not limited to, the rules and regulations of the Bureau of Ocean Energy Management (“*BOEM*”), the Bureau of Safety and Environmental Enforcement (“*BSEE*”), and their respective successor agencies and (ii) agreed to deliver to Obligee this Performance Bond to secure the performance of the P&A Obligations;

**NOW THEREFORE**, notwithstanding anything contained herein to the contrary, if the P&A Obligations are satisfied (as evidenced by providing to Obligee evidence reasonably acceptable to Obligee reflecting that the P&A Obligations have been fully performed, satisfied, and extinguished, together with an affidavit signed by an officer of Principal attesting to such performance), then this Bond and the obligations hereunder shall be null and void; otherwise, this Bond shall remain in full force and effect in the amount hereof; provided that if Principal performs or causes to be performed operations and activities to satisfy any part of the P&A Obligations, then following BSEE’s approval of the performance of such operations or activities, the Amount will be automatically reduced to an amount equal to the lesser of (i) the Amount or (ii) one hundred twenty-five percent (125%) of BSEE’s then current decommissioning cost estimate for the remaining P&A Obligations.

**FURTHERMORE**, if as to any Property, a Principal Default, as defined below, occurs and is not cured and Obligee is required by BOEM, BSEE, or any governmental authority, to perform any of the P&A Obligations (or a demand is made upon Obligee by a co-obligor of Principal to perform or contribute toward the costs of performing any of the P&A Obligations following such Principal Default and

Obligee is required by law or contract to so perform or contribute), then prior to any performance by Obligor of any such P&A Obligations (or payment of Obligor to such co-obligor of a share of the estimated costs of performing such P&A Obligations if such demand for such payment is made on Obligor), Surety agrees to pay to Obligor an amount reasonably estimated by Obligor as necessary or appropriate to perform such P&A Obligations (or to pay its share of the estimated costs of such P&A Obligations if such demand is made by such co-obligor following such failure) in an amount up to, but not exceeding, the Amount. The Amount shall be automatically reduced by any and all amounts paid by Surety to Obligor.

**FURTHERMORE**, it is agreed that the Surety shall have no obligation to the Principal, the Obligor, or any other person or entity for any loss suffered by the Principal, the Obligor, or any other person or entity by reason of acts or omissions for which Obligor receives payment from the Principal's general liability insurance, products liability insurance, or completed operations insurance. In no event shall the Surety be obligated to incur Surety Costs and/or pay, in the aggregate, for all claims hereunder, an amount exceeding the Amount.

It is further agreed that the Surety shall not be liable for any hold harmless and/or indemnification agreements entered into by the Principal in relation to personal injury or property damage or any other loss sustained by third parties in any way connected to or arising out of the work and/or operations of any party in forming the P&A Obligations.

If Principal fails to perform any of the P&A Obligations in accordance with the terms of the Purchase Agreement and/or any applicable laws, rules, regulations, or governmental orders (or to pay its share of the estimated costs for the P&A Obligations if demand is made by the Principal's co-obligor which share is otherwise payable by Obligor upon Principal's failure to pay) then Principal shall have thirty (30) days following receipt of notice of default from Obligor in which to fully cure or remedy such default, provided that the Surety shall have the option to either cure or remedy such default within such thirty (30) day period by hiring a contractor (subject to Obligor's prior, reasonable written approval) to perform such P&A Obligations in accordance with the terms and conditions of the Purchase Agreement and all applicable laws, rules, regulations, or governmental orders (any such costs incurred by the Surety to so cure or remedy such default, the "***Surety Costs***") or by making payment to Obligor for such P&A Obligations in an amount reasonably estimated by Obligor as necessary or appropriate to perform such P&A Obligations (or to pay its share of the estimated costs for such P&A Obligations if demand is made by the Principal's co-obligor in connection with such co-obligor's performance of such P&A Obligations) in an amount up to, but not exceeding, the Amount. Obligor agrees to provide Surety with a copy of each such default notice. If the default covered by such default notice is not cured or remedied within such thirty (30) day period then upon the expiration of such thirty (30) day period such default shall constitute a "***Principal Default***" for purposes of this Bond.

No amendment of or supplement to the terms or provisions of the Purchase Agreement, the agreements and instruments entered into in association therewith, or the exhibits or schedules attached thereto shall release the Principal and the Surety or any of them from their liability under this Performance Bond, notice to the Surety of any such amendment or supplement being hereby waived.

No (i) assignment of the Purchase Agreement, the agreements and instruments entered into in association therewith, or of the Properties by the Principal, its successors and assigns, (ii) delay, neglect or failure of the Obligor to proceed promptly to enforce any rights it might have against Principal under the Purchase Agreement or otherwise or to proceed promptly in the premises in case of any default on the part of the Principal, (iii) lack of enforceability or other defense or offset right in respect of any

obligation of Principal or any right to Oblige under the Purchase Agreement or otherwise in respect of the P&A Obligations, or (iv) the insolvency, bankruptcy, or receivership of Principal, shall in any degree relieve the Principal and the Surety or any of them of their obligations under this Performance Bond; and Principal and Surety hereby waive any defense or argument they may in relation to their obligations under this Performance Bond in connection with any of the foregoing.

**HOWEVER**, if upon assignment of the Property or any part thereof by the Principal, its successors, or assigns, the Principal shall cause its assignee (i) to post security with Oblige, in a form and amount reasonably satisfactory to Oblige and otherwise containing terms and issued by the parties that are reasonably satisfactory to Oblige (including terms no less favorable in the aggregate to Oblige than those contained in this Performance Bond and from a surety or other party issuing the applicable security having a [S&P rating of A- or better or an A.M. Best rating of A- or better and, in either case, listed on the Federal Register as acceptable to the U.S. Treasury to issue bonds for U.S. government obligees (T-listed)]) and (ii) to assume (in a written instrument approved by Oblige) all P&A Obligations, then the Oblige will accept such security in lieu of this Bond and issue an unconditional release of the Bond within thirty (30) days of Oblige's acceptance of such other security.

**NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY**, in the event one or more dual obligee bonds in favor of Oblige and the United States of America acting through and by the Bureau of Ocean Energy Management ("**BOEM**") (i) are delivered to BOEM and Oblige, (ii) contain terms no less favorable in the aggregate to Oblige than those contained in this Performance Bond, (iii) are issued by a surety having a [S&P rating of A- or better or an A.M. Best rating of A- or better and, in either case, listed on the Federal Register as acceptable to the U.S. Treasury to issue bonds for U.S. government obligees (T-listed)]), (iv) cover all or part of the P&A Obligations, and (v) do not cover any other obligations (other than the P&A Obligations) such that the penal sum of such bond could be reduced as a result of the satisfaction or reduction of such other obligations, then the Amount of this Performance Bond shall automatically be reduced to the positive difference, if any, between the current Amount and the penal sum of such dual obligee bond(s).

No right or action shall accrue on this Performance Bond to or for the use of any person or corporation other than the Principal, the Oblige, and their respective heirs, executors, administrators, successors, and assigns.

This Performance Bond may not be amended, supplemented, or modified except pursuant to a written instrument duly executed by the Principal, Surety, and Oblige. No course of conduct, dealing, or performance shall amend, supplement, or modify this Performance Bond unless incorporated into a written instrument referenced in the preceding sentence.

This Bond shall be governed by and construed in accordance with the laws of the State of Texas, excluding its conflicts of laws rules and principles. Principal, Surety, and Oblige agree that any dispute arising out of this Performance Bond shall be brought and heard exclusively in the state or federal courts sitting in Harris County, Texas, and all of them irrevocably consent to the jurisdiction of said courts and do hereby waive any objections they may have to the laying of venue in such courts, including objections based upon grounds that such venue is inconvenient.

The Oblige will issue a release of this Bond within a reasonable time period following the earlier to occur of (i) its receipt of satisfactory evidence of the full performance, satisfaction, and extinguishment of the P&A Obligations in accordance with all applicable laws, rules, regulations, and orders, (ii) the full performance by Surety of its obligations under this Bond and (iii) the incurrence of Surety Costs and/or the making of payments by the Surety under the Bond of an amount equal to the Amount, in each case,